

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. November 20, 2007

City Council Chambers
455 North Main

ORDER OF BUSINESS

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the November 6, 2007 regular meeting

AWARDS AND PROCLAMATIONS

- Proclamation:
 - National Hospice Month

PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Cindy Claycomb, PhD-Tobacco Free Wichita.
2. Pete Dominguez, Operation Southwind-Licenses and zoning for the three Family Video stores in Wichita.
3. James H. Wear-Smoking in bars and grills.

CONSENT AGENDA

4. Report of the Board of Bids and Contracts Dated November 19, 2007

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

5. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2007</u>	<u>(Consumption off Premises)</u>
Wayne R. Larson	United Golf of Wichita Inc.*	13420 East Pawnee
John Darryl Fitzgerald	HAC, Inc. dba Homeland, #648	640 North West Street
John Darryl Fitzgerald	HAC, Inc. dba Homeland, #641	3137 South Seneca
John Darryl Fitzgerald	HAC, Inc. dba Homeland, #642	1910 West 21st Street North
John Darryl Fitzgerald	HAC, Inc. dba Homeland, #645	1607 South Georgetown
John Darryl Fitzgerald	HAC, Inc. dba Homeland, #647	3020 East Douglas Avenue
<u>New Operator</u>	<u>2007</u>	<u>(Consumption on Premises)</u>
Vilma R Arias	El Rahia	2855 South Hydraulic
Jeffery Thomas Arensdorf	Diamond W Chuckwagon, LLC	1865 South Museum Blvd
<u>New Operator</u>	<u>2007</u>	<u>(Consumption off Premises)</u>
Terry Lee Davis	C&T Davis Corp dba Hillside Valero	248 South Hillside

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

6. Preliminary Estimates:

- a. 24 Inch Water Supply Line in 159th Street East to serve Serendipidy Addition (south of Central, west of 159th Street East) (448-90296/635684/767734) Traffic to be maintained during construction using flagpersons and barricades). (District II) - \$165,455.00
- b. Water Distribution System to serve Parkstone Addition (north of Douglas, east of Hillside) (448-90303/735380/470053) Does not affect existing traffic. (District II) - \$185,000.00
- c. Relocate part of District B, Sanitary Sewer #12 to serve Parkstone Addition (north of Douglas, east of Hillside) (468-84376/744247/480935) Does not affect existing traffic. (District II) - \$285,000.00
- d. The cost of construction of Water Distribution System to serve Terradyne West Addition (north of Central, west of 159th Street East). (District II) (448-90250/735340/470-013) – Total Estimated Cost \$66,950.00

(Item 6 continued)

- e. The cost of construction of Water Distribution System to serve The Fairmont 3rd Addition (north of 21st Street North, west of 127th Street East). (District II) (448-90028/735364/470-037) – Total Estimated Cost \$45,100.00
- f. 21st Street Bridge Rehabilitation over the Big Arkansas River (21st Street North, east of West Street) (87N-0362-01/472-84569/715713/247129) Traffic shall be maintained during construction using flagpersons and barricades. (District VI) - \$3,200,000.00
- g. Water Distribution System to serve Tyler's Landing 3rd Addition (south of 37th Street North, east of Tyler) (448-90271/735384/470057) Does not affect existing traffic. (District V) - \$84,000.00
- h. 13th Street Water Main to serve Waterfront 6th Addition, Waterfront Residential Addition, and Greenwich Office Park (north of 13th Street North, west of Greenwich) (448-90342/735383/470056) Does not affect existing traffic. (District II) - \$280,000.00
- i. 51st Street North from Meridian to Athenian (south of 63rd Street North, east of Meridian) (472-84545/766149/490167) Traffic shall be maintained during construction using flagpersons and barricades. (District VI) - \$334,860.00
- j. 51st Street North from Athenian to Delaware (south of 63rd Street North, east of Meridian) (472-84551/766150/490168) Traffic shall be maintained during construction using flagpersons and barricades. (District VI) - \$305,250.00

RECOMMENDED ACTION: Receive and file.

7. Petitions for Public Improvements:

- a. Sanitary Sewer to serve Earhart School and existing residential development, east and west of Arkansas Avenue, from south of 41st Street South to north of 43rd Street North. (District VI)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

8. Deeds and Easements:

- a. Sanitary Sewer Easement dated August 24, 2007 from Koch Real Estate Holdings, Inc., a Delaware Corporation for a tract of land lying in Lot 1, Block A, Koch Community Park Addition, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
- b. Utility Easement dated September 12, 2007 from The Waterfront Holding Co., LLC A Kansas Limited Liability Company for a tract of land lying in the Southwest Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
- c. Utility Easement dated September 11, 2007 from Waterfront Office Park Development, LLC, a Kansas Limited Liability Company for a tract of land lying in the Southwest Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
- d. Drainage Easement dated August 13, 2007 from Cornerstone Properties II, LLC, a Kansas Limited Liability Company for a tract of land lying in Lot 5, Reed Commercial Addition, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

(Item 8 continued)

- e. Utility Easement dated July 26, 2007 from Fox Ridge Development Company, Inc. for a tract of land lying in Reserve B, Fox Ridge Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
- f. Utility Easement dated August 23, 2007 from Vantage Point Waterfront Properties, LLC, a Kansas limited liability company for a tract of land lying in a portion of Lot 4, Block 1, The Waterfront Addition, an Addition to Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City
- g. Easement dated September 21, 2007 from The Sisters of St. Joseph of Wichita, Kansas, a Kansas not-for-profit corporation for tracts of land lying in the SE 1/4 of Sec. 26, T27S, R1E of the 6th P.M., Sedgwick County, Kansas together with a portion of Lot 1, Block 1, Sisters of St. Joseph 2nd Addition, Wichita, Sedgwick County, Kansas (OCA # 607861). No Cost to City
- h. Utility Easement dated September 28, 2007 from Monarch Landing LLC, a Kansas Limited Liability Company; and Ink-Drumright Builders, LLC, a Kansas Limited Liability Company; and Craig Sharp Homes, Inc. for a tract of land lying in a portions of Lot 12 through 20 inclusive, Block 1, Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas and a portion of Reserve B in said addition (OCA # 607861). No Cost to City

RECOMMENDED ACTION: Accept documents.

9. Statement of Costs:

- a. K-15 (Southeast Boulevard) from 31st Street South to I-135 (Construction). Total Cost - \$681,683.87; (plus temporary note financing - \$0; less idle fund interest - \$1,883.86; - less KDOT reimbursements - \$350,000.01; less financing from interfund transfers - \$315,000.00; less financing previously issued - \$0). Financing to be issued at this time – \$14,800.00. (706815/472-83363/201-281).
- b. 29th Street North from 1/2 mile west of Maize Road to Maize Road (Design). Total Cost - \$64,659.16; (plus temporary note financing - \$533.63; plus idle fund interest - \$407.21; - less financing from interfund transfers - \$53,000.00; less financing previously issued - \$0). Financing to be issued at this time – \$12,600.00. (706858/472-83752/203-324).
- c. Bike Path along the former MOPAC/UP Railroad tracks from the intersection of Central at Waco to the intersection of 15th Street North at Broadway (Design). Total Cost - \$59,856.95; (plus temporary note financing - \$601.44; plus idle fund interest - \$3,141.61; - less financing from interfund transfers - \$55,000.00; less financing previously issued - \$0). Financing to be issued at this time – \$8,600.00. (706884/472-84008/204-350).

RECOMMENDED ACTION: Approve and file.

10. Consideration of Street Closures/Uses.

a. **Christmas Tree Lighting and Night with Santa. (District I)**

(December 5, 2007, 5:00 pm – 8:00 pm)

- Douglas Avenue, Main Street to McLean Blvd.
- Tlalnepantla Drive, Main Street to Douglas Avenue
- First/Second, Waco to McLean Blvd.
- Sycamore from old railroad tract site north to First/McLean
- Waco from First Street south to Douglas
- McLean from First Street south to Douglas

b. **2008 Frosty 5K Fun Run. (District VI)**

(January 1, 2008 10:00 am – 3:00 pm)

- 3rd Street, Market Street to Waco Avenue
- Waco Avenue, 3rd Street to 1st Street
- Lewis Street Bridge, Wichita Street to McLean Blvd. not including intersections.

RECOMMENDED ACTION: Approve the request subject to: 1) hiring off-duty certified law enforcement officers as required; 2) obtaining barricades to close the streets in accordance with requirements of Police, Fire, and Public Works Department.

c. **13th Street, west of 135th Street West. (District V)**

RECOMMENDED ACTION: Approve the street closure.

11. Agreements/Contracts:

- a. **Program Management Services for Water Supply Projects. (PULLED PER CITY MANAGER)**
- b. Agreement for the installation of Railroad Signals. (Districts IV and V)
- c. 37th Street North from Tyler to Ridge. (District V)-Supplemental
- d. Long Distance Contract.
- e. Central Maintenance Facility (CMF) Expansion. (District IV)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

12. Design Services Agreement:

- a. Hillside Bridge at Range Road. (District III)-Supplemental

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

13. Property Acquisitions:

- a. Proposed Partial Acquisition of 1825 Butternut Drive for Main 21, Four Mile Creek Sanitary Sewer Easements. (County)
- b. Partial Acquisition of 160 South West Street for the Improvement of West Street from Maple to Central. (Districts IV and VI)
- c. Acquisition of 5022 East Gilbert Court for the Dry Creek Basin Project. (District III)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

14. Minutes of Advisory Boards/Commissions, November 20, 2007.

Board of Park Commissioners, September 22, 2007
Board of Code Standards and Appeals, October 1, 2007
District VI Advisory Board, October 1, 2007
Wichita Airport Advisory Board, October 8, 2007
Wichita Historic Preservation Board, October 8, 2007

RECOMMENDED ACTION: Receive and file.

15. Public Exigency-Emergency Sanitary Sewer Repairs. (District III)

RECOMMENDED ACTION: Affirm the City Manager's Public Exigency approval of the project.

16. Surplus of Vacant Parcel at Kellogg and Edgemoor. (District III)

RECOMMENDED ACTION: Declare the property as surplus and designate it as available for sale to the general public.

17. Sale of 1137 North Broadway. (District VI)

RECOMMENDED ACTION: Approve the Real Estate Purchase Contracts and authorize all necessary signatures.

18. Surplus of Vacant Parcels along Hillside at First and Second Streets. (Districts I and II)

RECOMMENDED ACTION: Declare the properties as surplus and designate it as available for sale to the general public.

19. Contracts and Agreements for October 2007.

RECOMMENDED ACTION: Receive and file.

20. Bond for Superintendent of Waterworks.

RECOMMENDED ACTION: Approve and file the surety bond for the Superintendent of Waterworks (Director of Utilities) in the amount of \$5,000 pursuant to the requirements of K.S.A. 13-2402.

21. Clarification of Funding Source - Century II Arts and Convention Center.

RECOMMENDED ACTION: Approve the change from General Obligation At-Large funding to Transient Guest Tax funding for this project.

22. 2007-2008 Railroad Crossing Improvement Program.

RECOMMENDED ACTION: Approve the project, adopt the Ordinance and authorize the necessary signatures.

23. Wichita Community Foundation Grant Project.

RECOMMENDED ACTION: Approve the City's participation in the Wichita Community Foundation Grant project and authorize the necessary MOU signatures.

24. Second Reading Ordinances: (First Read November 6, 2007)

a. Structural Inventory and Bridge Appraisal Program.

An ordinance of the city of Wichita, Kansas authorizing the issuance of its general obligation bonds to pay a portion of the costs of a city-wide structural inventory and appraisal of 266 bridges (472-84564); and authorizing and providing for the issuance of temporary improvement notes of the city from time to time as funds are needed for such purpose.

b. Public Hearing and Issuance of Taxable Industrial Revenue Bonds, The Boeing Company. (District III)

An ordinance approving and authorizing the execution of a lease agreement between the Boeing company and the city of Wichita, Kansas; approving and authorizing the execution of an indenture of trust between said city and the bank of New York Trust Company, N.A.; pledging certain payments under said lease agreement and moneys and securities held by the trustee under the terms of said indenture of trust; authorizing and directing the issuance of industrial revenue bonds series vi, 2007 (The Boeing Company project) of said city in the principal amount of not to exceed \$12,000,000 for the purpose of providing funds for the acquisition, construction, reconstruction and improvement of certain industrial and manufacturing facilities of the Boeing Company, a Delaware Corporation, in Sedgwick County, Kansas; designating the trustee and the paying agent for said bonds; authorizing the sale of said bonds and the execution of a bond purchase agreement therefore; approving and authorizing the execution of an administrative service fee agreement; and authorizing the execution and delivery of certain related instruments.

(Item 24 continued)

c. Public Hearing and Issuance of Industrial Revenue Bonds, Lee Real Estate, LLC. (District II)

An ordinance authorizing the city of Wichita, Kansas to issue its taxable industrial revenue bonds, series v, 2007 (Lee Real Estate, LLC), in the aggregate principal amount of \$3,300,000 for the purpose of constructing and acquiring a manufacturing facility; and authorizing the execution of certain documents in connection with the issuance of the bonds.

d. Ordinance amendment-Charter Ordinance 192, relating to Pawnbrokers and Second Hand Dealers.

An ordinance amending sections, 3 12, 13, 20 and 21 of Charter Ordinance No 192 relating to pawnbrokers, second hand dealers, precious metal dealers and repealing the originals of Section 2, 3, 12, 13, 20 and 21 of Charter Ordinance no 192.

e. 13th St. Improvement, I-135 Freeway to Oliver. (District I)

An ordinance amending ordinance no. 46-838 of the city of Wichita, Kansas declaring 13th street, between I-135 freeway and Woodlawn (472-84320) to be a main trafficway within the city of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.

f. DR 2005-08: Arena Neighborhood Redevelopment Plan - Proposed Amendment to the Wichita-Sedgwick County Comprehensive Plan. (Districts I and VI)

An ordinance adopting the Arena Neighborhood Redevelopment Plan as an amendment to the Wichita-Sedgwick County comprehensive plan.

g. ZON2007-44-Zone change from "LI" Limited Industrial to "GC" General Commercial. Generally located north of Kellogg Drive between Laura Avenue and Pattie Avenue and on the east side of Pattie Avenue. (District I)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

(Item 24 continued)

- h. SUB2005-77-Plat of Greenwich Business Center Addition located on the east side of Greenwich Road and on the south side of 29th Street North. (District II)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning code, section v-c, as adopted by section 28.04.010, as amended.

- i. SUB2007-36-Plat of The Waterfront Residential Addition located on the north side of 13th Street North and west of Greenwich Road. (District II)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

- j. A07-20R-Request by John Dugan of John E. Dugan Family Partnership, LP, to annex land generally located southwest of the intersection of Maize Road and 31st Street South. (District IV)

An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A07-20)

- k. A07-21R-Request by Allan and Carolyn Hartman to annex land generally located east of 135th Street West, between 21st Street North and 13th Street North. (District V)

An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A07-21)

RECOMMENDED ACTION: Adopt the Ordinances.

UNFINISHED BUSINESS

25. Appeal of Denial of Manufactured Home Park Annual License Renewal, Reed-A-Way Mobile Home Park, 2635 South Hydraulic. (District III)
(Deferred November 6, 2007)

RECOMMENDED ACTION: Based on evidence and testimony presented during the appeal hearing and take appropriate action. The City Council can:

- Sustain the action to deny renewal of the license;
- Reverse the action to deny renewal of the license;
- Modify the Office of Central Inspection's denial of the manufactured home park license; OR
- Defer official Council action to provide the appellants additional time to correct remaining code violations.

26. Repair or Removal of Dangerous & Unsafe Structures. (District IV)

Property Address
631 W. 47th Street South

Council District
IV

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes are paid within ten days of hearing, (2) the structure is maintained secure as of November 20, 2007 and is kept secured during renovation; and (3) the premise kept clean and free of debris as of November 20, 2007, and will be so maintained during renovation.

27. Master Plan Funding for the Current New Communities Initiative Area.
(Deferred October 16, 2007)

RECOMMENDED ACTION: Approve the allocation of \$250,000 to help fund a Master Plan for the current New Communities Initiative area.

NEW BUSINESS

28. Presentation by Walt Chappell-Racial Profiling.

RECOMMENDED ACTION: Receive the presentation.

(9:30 a.m. or soon thereafter)

29. Repair or Removal of Dangerous & Unsafe Structures. (Districts I, IV, and VI)

On October 2, 2007, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on this condemnation action at 9:30 a.m. or as soon thereafter, on November 20, 2007.

<u>Property Address</u>	<u>Council District</u>
a. 910 North Ohio	I
b. 212 North Madison	I
c. 515 North Poplar	I
d. 1248 North Green	I
e. 1711 North Volutsia	I
f. 1807 East 24th Street North	I
g. 300 South Elizabeth	IV
h. 1139 North Fairview	VI

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of November 20, 2007; (2) the structure has been secured as of November 20, 2007 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of November 20, 2007, and will be so maintained during renovation.

30. Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds, The Coleman Company, Inc. (District I)

The Coleman Company is now requesting another one-year extension of the tax exemption on the 1999, 2000, 2001, and 2002 bond-financed property.

RECOMMENDED ACTION: 1) Close the Public Hearing; 2) approve a new Letter of Intent for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$35,000,000 million for a term ending December 31, 2011; 3) grant a 100% tax exemption on all bond-financed property for a five-year term, plus a second five years subject to City Council review and subject to Standard Letter of Intent conditions; extend the tax exemption on the 1999, 2000, 2001, and 2002 IRB bond-financed property for a one-year period and review the further extensions at the end of year 2008; and 5) authorize the necessary signatures.

31. Public Hearing and Tax Exemption Request, Kamen Wiping Materials Co., Inc. (District VI)

Kamen Wiping is now requesting approval of an Economic Development Tax Exemption on the construction of a building addition and newly acquired equipment in conjunction with the expansion project.

RECOMMENDED ACTION: Close the public hearing and approve first reading of the Ordinance granting a 60% tax exemption on the identified real and personal property improvements for a five year term, plus a 60% tax exemption for a second five-year term on real property only subject to City Council approval.

32. Authorize a Second Five-Year Tax Exemption, Airxcel, Inc. (District VI)

Airxcel requests City Council extend the tax exemption to include the second five-year tax exemption on real property only.

RECOMMENDED ACTION: Approve a second five-year ad valorem tax exemption at 50 percent on real property only.

33. Extension of IRB Tax Exemption, Rand Graphics, Inc. (District IV)

Rand Graphics, Inc. requests City Council extend the tax exemption to include the second five years on bond-financed real property.

RECOMMENDED ACTION: Extend the tax exemption on Rand Graphics' IRB-financed real and personal property for a second five-year period.

34. Extension of IRB Tax Exemption, Big Dog Motorcycles, LLC. (District I)

Big Dog Motorcycles, LLC, requests City Council extend the tax exemption to include the second five-years on the 2002 bond-financed property.

RECOMMENDED ACTION: Extend the tax exemption on Big Dog Motorcycles' IRB-financed property for a second five-year period.

35. Authorize a Second Five-Year Tax Exemption, Decorator and Craft Corporation. (District II)

Decorator and Craft Corporation requests the City Council approve the remaining four-years of the tax exemption on the real property only.

RECOMMENDED ACTION: Approve the remaining four-years of the tax exemption on Decorator and Craft Corporation's real property only through December 31, 2011.

36. Extension of IRB Tax Exemption, Airtechnics, Inc. (District II)

Airtechnics now requests the City Council approve the remaining four-years of the tax exemption on the IRB bond-financed property.

RECOMMENDED ACTION: Approve the remaining four-years of the tax exemption on Airtechnic's IRB-financed property through December 31, 2011.

37. Extension of IRB Tax Exemption, NMF America, Inc. (District II)

NMF America, Inc. requests the City Council approve the remaining three-year tax exemption on bond-financed property.

RECOMMENDED ACTION: Extend the tax exemption on NMF's IRB Bond-financed property for a one-year period and review the further extensions in December 2008.

38. Extension of IRB Tax Exemption, Dean & Deluca, Inc. (District I)

Dean & Deluca requests the City Council approve the remaining three-years tax exemption on bond-financed property.

RECOMMENDED ACTION: Extend the tax exemption on Dean & DeLuca's IRB bond-financed property for a one-year period and review the further extension at the end of year 2008.

39. 2008 Wichita Flight Festival.

Upon completion of a successful 2007 festival, WFI has concluded they have the professional services to produce, market, and manage the 2008 Wichita Flight Festival.

RECOMMENDED ACTION: Approve the contract with WFI for \$75,000, approval of the 2008 Wichita Flight Festival project budget of \$336,000, and approval of the transfer of funds project deficit up to \$336,000.

40. City of Bel Aire Wholesale Water Purchase Agreement.

Staff has been negotiating with officials from the City of Bel Aire for roughly the last two years concerning the renewal of the existing wholesale water Agreement with the City of Wichita.

RECOMMENDED ACTION: Approve the Agreement for the sale of treated water to Bel Aire at wholesale rates.

41. Amendment to Chaucer Estates Land Use Restriction Agreement and Approval of Assumption and Consent Agreement. (District II)

In 1996, the City issued Revenue Bonds to finance independent living facilities and assisted care facilities operated by Chaucer Estates, LLC. All of the Bonds were paid in or prior to 2002, as a result of a HUD-supported refinancing and the City conveyed the project back to Chaucer Estates, LLC.

RECOMMENDED ACTION: Authorize the execution and delivery of the Assumption and Consent Agreement consenting to the proposed transfer, subject to conditions, and place on first reading the Ordinance that will conditionally authorize the amendment to the Land Use Restriction Agreement.

42. Hydraulic Improvement between Harry and Kellogg. (District I)

On December 13, 2005, the City Council approved an agreement with Baughman Company to prepare a design concept to improve Hydraulic, between Harry and Kellogg. On October 22, 2007, District I Advisory Board held a neighborhood hearing on the project. The Board voted 8-0 to recommend approval of the design concept and project.

RECOMMENDED ACTION: Approve the design concept, place the Ordinance on First Reading, and authorize the signing of State/Federal Agreements as required.

43. Petition for Storm Water Drain to serve an area south of 29th Street North, along both sides of Maize. (District V)

The developers of Pearson Commercial Addition and Newmarket V Addition have submitted a Petition to construct drainage improvements to serve an area south of 29th St. North, along both sides of Maize. The signatures on the Petition represent 100% of the improvement district area. On November 6, 2007, the City Council adopted a Resolution setting November 20, 2007, as the public hearing date for consideration of the project.

RECOMMENDED ACTION: Approve the Petition, adopt the Resolution, and authorize the necessary signatures.

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

* Consent Items

44. CON2007-38 – Conditional Use for an accessory apartment; generally located west of 127th Street East and north of Douglas Avenue. (District II)

RECOMMENDED ACTION: 1. Concur with the findings of the MAPC and approve the Conditional Use, subject to its conditions including the voluntary restrictive covenant (requires a $\frac{3}{4}$ majority vote by the Council to override neighborhood protest); OR 2. Deny the application, by making alternative findings, and override the MAPC recommendation (requires a two-thirds majority vote to override the MAPC's recommendation); OR 3. Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

45. *A07-18R-Request by Victor White, Director of Airports, on behalf of the Wichita Airport Authority, to annex land generally located east of Webb Road, to the north and south of 45th Street. (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, and authorize the necessary signatures.

46. *A07-19R-Request by Cory Shackelford of LCS Enterprises, Inc. to annex land generally located east of 143rd Street East, between Pawnee Road and Harry Street, Island Annexation. (District II)

RECOMMENDED ACTION: Initiate the annexation process and adopt the resolution.

47. *A07-22R-Request by Rob Ramseyer of Ritchie Development Corporation & Greenwich/4, LLC to annex land generally located to the southwest of the intersection of 29th Street North and 127th Street East. (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, and authorize the necessary signatures

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.
*Consent items

48. *Colonel James Jabara Airport - Drainage Study.

RECOMMENDED ACTION: Approve the contract, adopt the resolution, approve the capital budget, and authorize necessary signatures.

49. *Agreement - Enterprise Leasing Company - Southwest d/b/a Enterprise Rent-A-Car.

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

CITY COUNCIL

50. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

51. **Approval of travel expenses for Mayor to attend League of Kansas Municipalities Governing Body meeting in Topeka, KS, December 6-7, 2007.**

RECOMMENDED ACTION: Approve the expenditures

Adjournment

Workshop to follow in the 10th Floor MAPC Training Room

Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2007</u>	<u>(Consumption off Premises)</u>
Wayne R. Larson	United Golf of Wichita Inc.*	13420 East Pawnee
John Darryl Fitzgerald	HAC, Inc. dba Homeland #648	640 North West Street
John Darryl Fitzgerald	HAC, Inc. dba Homeland #641	3137 South Seneca
John Darryl Fitzgerald	HAC, Inc. dba Homeland #642	1910 West 21 st Street North
John Darryl Fitzgerald	HAC, Inc. dba Homeland #645	1607 South Georgetown
John Darryl Fitzgerald	HAC, Inc. dba Homeland #647	3020 East Douglas Avenue
<u>New Operator</u>	<u>2007</u>	<u>(Consumption on Premises)</u>
Vilma R Arias	El Rahia	2855 South Hydraulic
<u>New Operator</u>	<u>2007</u>	<u>(Consumption off Premises)</u>
Terry Lee Davis	C&T Davis Corp dba Hillside Valero	248 South Hillside

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council Members

SUBJECT: Petition for Sanitary Sewer to serve Earhart School and existing residential development (east and west of Arkansas Avenue, from south of 41st St. South to north of 43rd St. North) (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On July 18, 2007, the City Council approved a Petition to construct a sanitary sewer to serve Earhart School and the nearby residential area. An attempt to award a construction contract within the budget set by the Petition was not successful. The School District has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: Earhart School, which is being expanded and the residential area are currently served by a private septic tank systems.

Financial Considerations: The existing Petition totals \$1,325,000 with \$75,000 assessed to the improvement district and the balance paid by the Sanitary Sewer Utility. The new Petition totals \$1,900,000 with \$100,000 assessed to the improvement district and the balance paid by the Sanitary Sewer Utility. The Utility share is for the cost of the sewer main that will be built to serve areas outside the improvement district.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer service to a school and existing residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of the property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 2, MAIN 16, SANITARY SEWER NO. 23 AND MAIN 16 SANITARY SEWER NO. 23 (WEST OF ARKANSAS, NORTH OF 41ST STREET NORTH) 468-83876**, IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 2, MAIN 16, SANITARY SEWER NO. 23 AND MAIN 16, SANITARY SEWER NO. 23 (WEST OF ARKANSAS, NORTH OF 41ST STREET NORTH) 468-83876** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **04-462** adopted on **September 14, 2004** and Resolution No. **06-396** adopted on **July 18, 2006** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 2, Main 16, Sanitary Sewer No. 23, and Main 16, Sanitary Sewer No. 23 (west of Arkansas, north of 41st Street North) 468-83876**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Million Nine Hundred Thousand Dollars (\$1,900,000)** exclusive of the cost of interest on borrowed money, with **One Hundred Thousand Dollars (\$100,000)** payable by the improvement district and the remaining balance paid by the City of Wichita Water and Sewer Utility. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Twenty-One Thousand Six Hundred Thirty-Four Dollars (\$21,634).

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

EDWARD'S GARDENS ADDITION

Lots 1-6 Inclusive, Block B

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

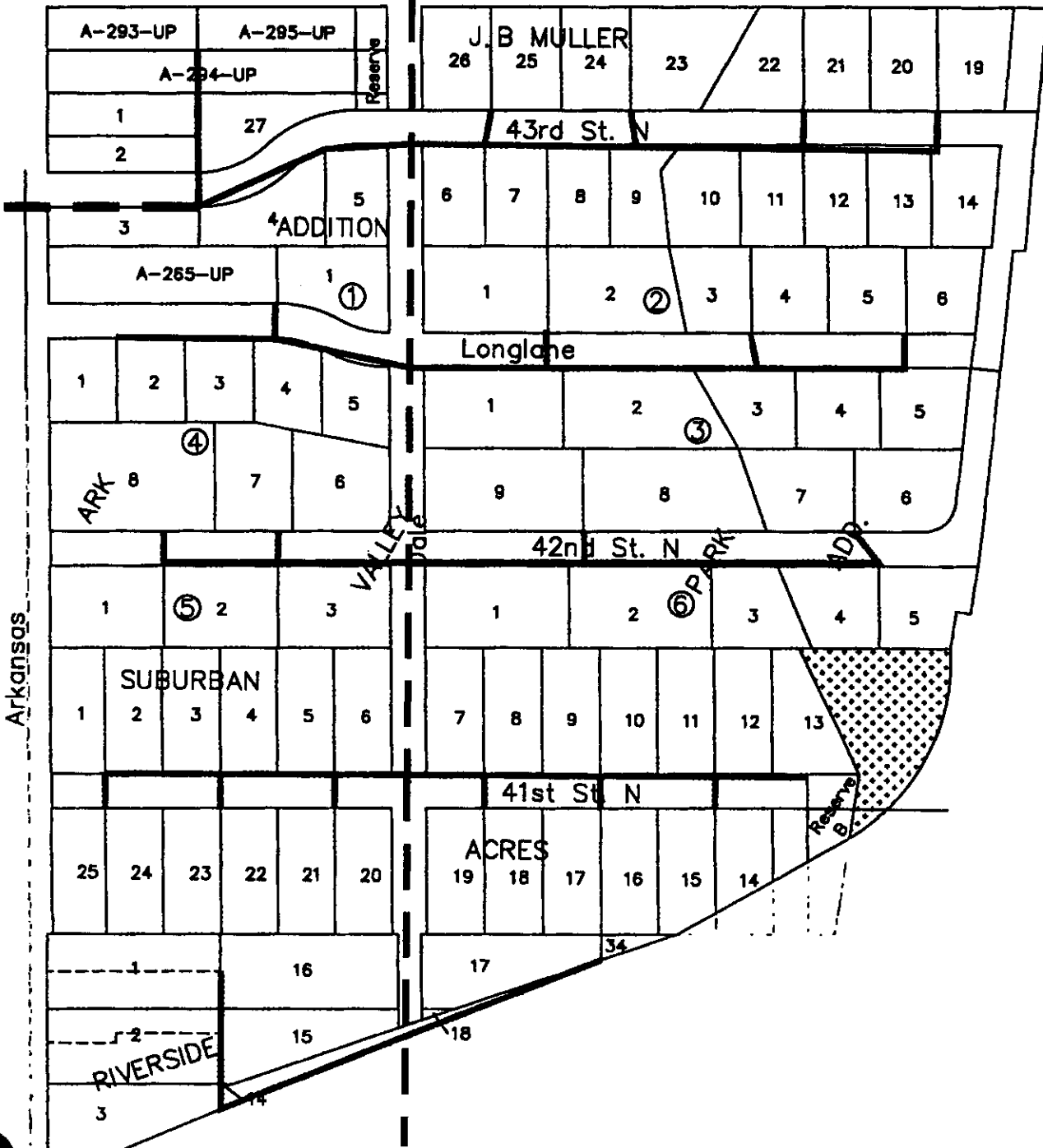
KAREN SUBLETT, CITY CLERK

(SEAL)

PROPOSED SEWER



Earhart Elementary



Earhart Lateral & Main
neighborhood laterals



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 10/31/2007	4. Project Description & Location Sanitary Sewer for Earhart School
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required	As Required		
12. Project Cost Estimate			
ITEM	GO	SA	OTHER * TOTAL
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$100,000	\$1,800,000 \$1,900,000
Sidewalk			
Water			
Other			
Totals		\$100,000	\$1,800,000 \$1,900,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			
13. Recommendation: Approve the petition and adopt the Resolution			

Platting Required	Yes	No
Lot Split	X	
Petition	X	
Ordered by WCC		

Remarks:
100% Petition
* Sanitary Sewer Utility
Lateral 2, Main 16, SS 23 and Main 16
468-83876

Division Head <i>Ray Jones</i> for Jim Harroun 11/6/07	Department Head <i>John M. Con.</i>	Budget Officer <i>Catherine A. Hill</i>	City Manager
Date 11/7/07	Date 11/7/07	Date 11/7/07	Date

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

EDWARD'S GARDENS ADDITION

Lots 1-6 Inclusive, Block B

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- st 2, m 16
#23
168-83874
West of Arkansas
North of 41st St. North
- (a) That there be constructed a Sanitary Sewer Main and Lateral to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
 - (b) That the estimated and probable cost of the foregoing improvements being **One Million Nine Hundred Thousand Dollars (\$1,900,000)** exclusive of the cost of interest on borrowed money, with **One Hundred Thousand Dollars (\$100,000)** payable by the improvement district and the remaining balance to be paid by the City of Wichita Water and Sewer Utility. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after **October 1, 2007**.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Twenty One Thousand Six Hundred Thirty Four Dollars (\$21,634).

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed One Hundred Thousand Dollars (\$100,000) of the total cost of the improvement.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement

or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

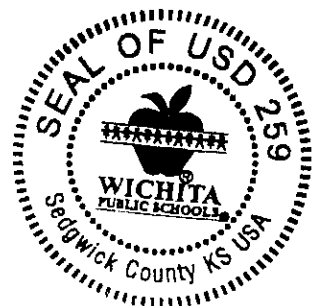
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **square foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>Edward's Gardens Addition</u>	<i>Connie Dief</i>	11-5-07
Lots 1-6, Block B	<i>Mike Willom</i>	



AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Steven M King
Name [Signature]

455 N Main
Address

X 4288
Telephone Number

Sworn to and subscribed before me this 6 day of November, 2007.



[Signature]
Deputy City Clerk

Following are easements and dedications for City Council on November 20, 2007

The following deeds and easements have been recorded:

Sanitary Sewer Easement dated August 24, 2007 from Koch Real Estate Holdings, Inc., a Delaware Corporation for a tract of land lying in Lot 1, Block A, Koch Community Park Addition, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Utility Easement dated September 12, 2007 from The Waterfront Holding Co., LLC A Kansas Limited Liability Company for a tract of land lying in the Southwest Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Utility Easement dated September 11, 2007 from Waterfront Office Park Development, LLC, a Kansas Limited Liability Company for a tract of land lying in the Southwest Quarter of Section 9, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Drainage Easement dated August 13, 2007 from Cornerstone Properties II, LLC, a Kansas Limited Liability Company for a tract of land lying in Lot 5, Reed Commercial Addition, Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Utility Easement dated July 26, 2007 from Fox Ridge Development Company, Inc. for a tract of land lying in Reserve B, Fox Ridge Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Utility Easement dated August 23, 2007 from Vantage Point Waterfront Properties, LLC, a Kansas limited liability company for a tract of land lying in a portion of Lot 4, Block 1, The Waterfront Addition, an Addition to Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Easement dated September 21, 2007 from The Sisters of St. Joseph of Wichita, Kansas, a Kansas not-for-profit corporation for tracts of land lying in the SE 1/4 of Sec. 26, T27S, R1E of the 6th P.M., Sedgwick County, Kansas together with a portion of Lot 1, Block 1, Sisters of St. Joseph 2nd Addition, Wichita, Sedgwick County, Kansas (OCA # 607861). No Cost to City

Utility Easement dated September 28, 2007 from Monarch Landing LLC, a Kansas Limited Liability Company; and Ink-Drumright Builders, LLC, a Kansas Limited Liability Company; and Craig Sharp Homes, Inc. for a tract of land lying in a portions of Lot 12 through 20 inclusive, Block 1, Monarch Landing Addition, an addition to Wichita, Sedgwick County, Kansas and a portion of Reserve B in said addition (OCA # 607861). No Cost to City

STATEMENTS OF COSTS:

- a. **K-15 (Southeast Boulevard) from 31st Street South to I-135 (Construction).** Total Cost - \$681,683.87; (plus temporary note financing - \$0; less idle fund interest - \$1,883.86; - less KDOT reimbursements - \$350,000.01; less financing from interfund transfers - \$315,000.00; less financing previously issued - \$0). Financing to be issued at this time – \$14,800.00. (706815/472-83363/201-281).
- b. **29th Street North from 1/2 mile west of Maize Road to Maize Road (Design).** Total Cost - \$64,659.16; (plus temporary note financing - \$533.63; plus idle fund interest - \$407.21; - less financing from interfund transfers - \$53,000.00; less financing previously issued - \$0). Financing to be issued at this time – \$12,600.00. (706858/472-83752/203-324).
- c. **Bike Path along the former MOPAC/UP Railroad tracks from the intersection of Central at Waco to the intersection of 15th Street North at Broadway (Design).** Total Cost - \$59,856.95; (plus temporary note financing - \$601.44; plus idle fund interest - \$3,141.61; - less financing from interfund transfers - \$55,000.00; less financing previously issued - \$0). Financing to be issued at this time – \$8,600.00. (706884/472-84008/204-350).

Revised: November 19, 2007

Agenda Item No. 10a.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Community Events (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events procedure the City of Wichita Park and Recreation Department is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Christmas Tree Lighting & Night With Santa December 5, 2007, 5:00 pm – 8:00 pm

- § Douglas Avenue, Main Street to McLean Blvd.
- § Tlalnepantla Drive, Main Street to Douglas Avenue
- § First/Second, Waco to McLean Blvd.
- § *Sycamore from old railroad track site north to First/McLean*
- § *Waco from First Street south to Douglas*
- § *McLean from First Street south to Douglas*

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council
SUBJECT: Community Events (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events procedure the Robert D. Love Central Branch YMCA is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2008 Frosty 5K Fun Run January 1, 2008 10:00 am – 3:00 pm

- § 3rd Street, Market Street to Waco Avenue
- § Waco Avenue, 3rd Street to 1st Street
- § Lewis Street Bridge, Wichita Street to McLean Blvd. not including intersections.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: Street Closure: 13th Street, west of 135th St. West (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closure.

Background: Kansas Paving has contracted to install a 26' wide, 6" thick asphalt pavement over a 6" rock base on 13th Street North between 135th and 151st Streets West. This project was approved by the City Council on October 23, 2007. The contractor intends to start work on the project near November 21st, weather permitting, with completion expected near January 10, 2008 if daytime temperatures allow the laying of asphalt at the necessary time. The existing roadway has a sand/gravel surface and the contractor is requesting a full street closure to allow a shorter construction period.

Analysis: During the street closure, local traffic along this section of 13th Street will be allowed to access the subdivision east of the work area from the intersection of 135th Street and 13th Street. Kansas Paving is responsible for the placement of the required construction signs and barricades and the notification of area businesses and residents.

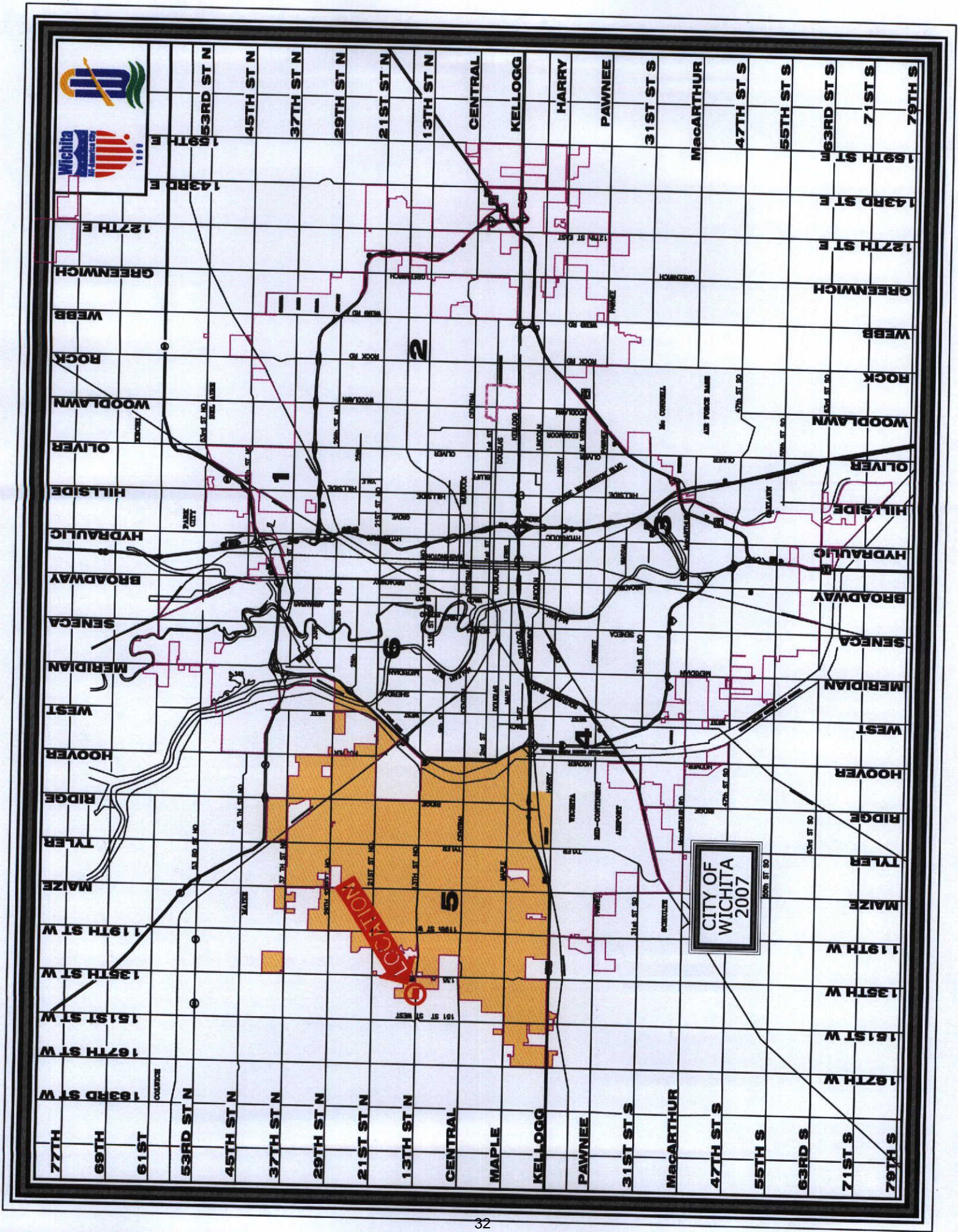
Financial Consideration: None.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving the traffic flow through a major traffic corridor.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the street closure.

Attachment: Map



**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council Members

SUBJECT: Agreement for the Installation of Railroad Signals (Districts IV and V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreements.

Background: Representatives of the City, State, and Railroad Company reviewed the railroad crossings on 29th St. North, east of Ridge Rd.; Douglas, east of Millwood; Millwood, south of Douglas; and Maple, east of Athenian earlier this year. As a result of these reviews the installation of new warning devices or signal system upgrades along with the installation of improved crossing material (where applicable) was recommended at these locations.

Analysis: The attached Agreements authorize the recommended signal system installation or upgrade and crossing surface replacement as necessary. The Kansas & Oklahoma Railroad (K&O) will coordinate the installation and/or upgrade of the existing signal system and the installation of improved crossing material. The proposed signal installation work should have minimal impact to the existing traffic at these locations. The replacement of rail, ties, ballast and crossing material will require 2 to 5 day street closures at the crossing area.

Financial Consideration: This project requires no monetary funding from the City. The total cost of the proposed signal system improvements will be funded one hundred percent (100%) using Federal Section 130 Funds. The estimated costs of the signal improvements are as follows:

<u>Location</u>	<u>Estimated Federal Section 130 Funds</u>
29 th St. North, east of Ridge Road	\$ 181,957.19
Douglas, east of Millwood and Millwood, south of Douglas	\$ 400,909.28
Maple, east of Athenian	<u>\$ 234,390.41</u>
Total	\$ 817,256.88

The Kansas and Oklahoma Railroad (K&O RR) and the State (using Federal Section 130 Funds) will share the cost of replacing the crossing and installing improved crossing material as follows:

<u>Location</u>	<u>Estimated Cost</u>	<u>Railroad Funds</u>	<u>Federal Section 130 Funds</u>
29 th St. North	\$ 27,925.00	\$ 13,375.00	\$ 14,550.00
Douglas	\$ -- 0 --	\$ -- 0 --	\$ -- 0 --
Millwood	\$ 22,385.00	\$ 9,875.00	\$ 12,510.00
Maple	<u>\$ 50,490.00</u>	<u>\$ 17,825.00</u>	<u>\$ 32,665.00</u>
Totals	\$ 100,800.00	\$ 41,075.00	\$ 59,725.00

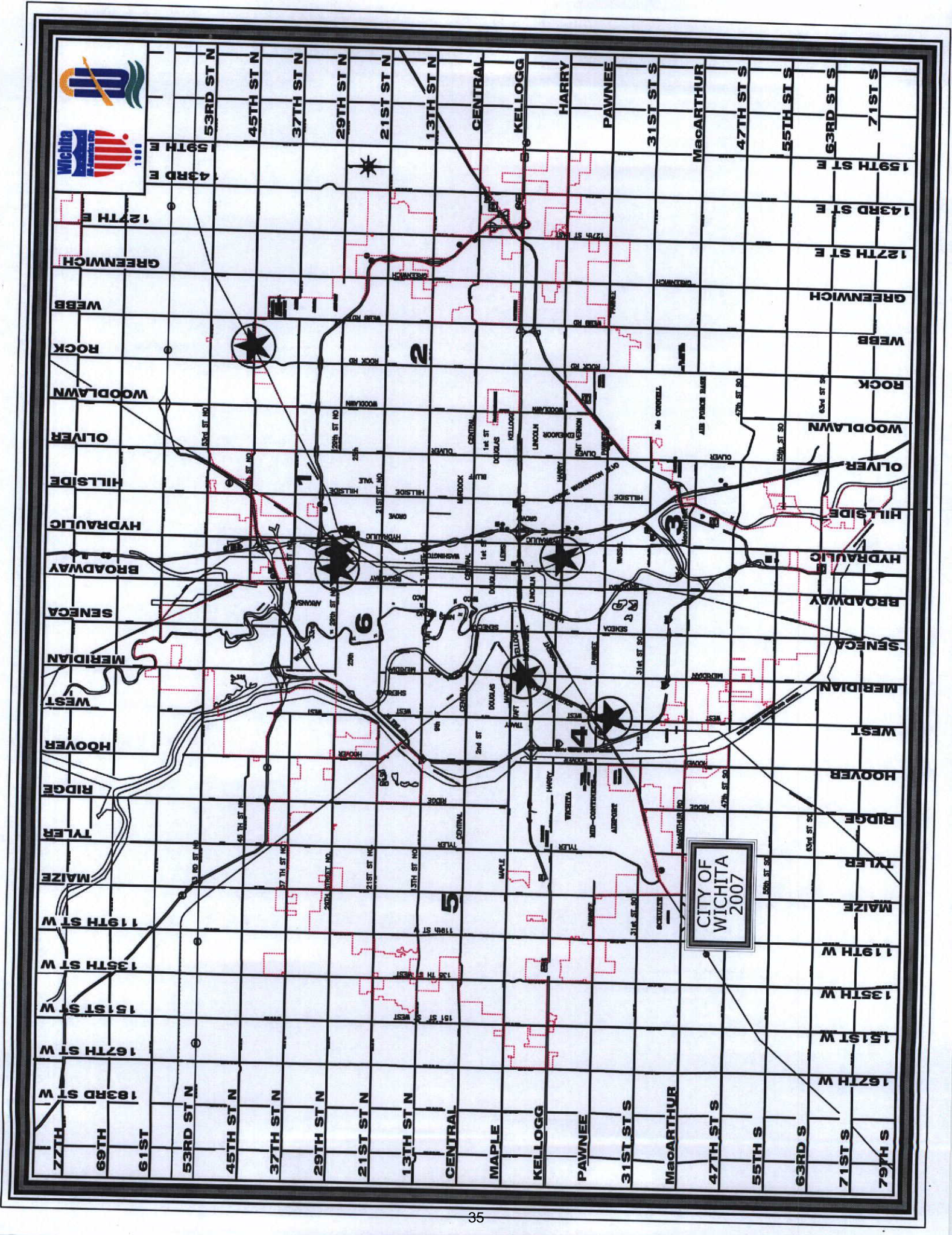
The Agreements obligate the City to install and maintain the necessary advance warning signs and pavement markings at the crossing area. The advance warning signs are presently in place at these locations.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Consideration: The Law Department has approved the Agreements as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the Agreements and authorize the necessary signatures.

Attachments: Location map and Agreements.



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works		2. Initiating Division Eng		3. Date 10/31/2007		4. Project Description & Location 2007/2008 Railroad Crossing Program	
5. CIP Project Number		6. Accounting Number		7. CIP Project Date (Year) 2007		8. Approved by WCC Date	
9. Estimated Start Date		10. Estimated Completion Date		11. Project Revised			
As Required		As Required					
12. Project Cost Estimate							
ITEM	GO	SA	KDOT	TOTAL	12A.		
Right of Way					Platting Required		
Paving, grading & const.					Lot Split		
Bridge & Culverts					Petition		
Drainage					Ordered by WCC		
Sanitary Sewer					Yes		
Sidewalk					No		
Water							
Railroad	\$300,000			\$300,000			
Totals	\$300,000			\$300,000			
Total CIP Amount Budgeted					472-84629		
Total Prelim. Estimate							
13. Recommendation: Approve the Project and place the Ordinance on 1st Reading							

Division Head <i>Dan Jany</i> for Wick removal 11/01/07	Department Head <i>John M. Cain</i>	Budget Officer <i>[Signature]</i>	City Manager
Date 11-1-07	Date 11-1-07	Date 11-1-07	Date

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for 37th Street North from Tyler to Ridge (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

.....

Recommendation: Approve the Supplemental Agreement.

Background: On June 22, 2004, the City entered into an Agreement with Baughman Company, P.A. for designing improvements to 37th Street North from Tyler to Ridge. The fee was \$173,000. On April 25, 2006, the City Council approved Supplemental No. 1 to include traffic signals at the intersection of 37th and Ridge. The fee was \$9,400.

Analysis: Baughman has been asked to design the Maize South School entrance lane into the campus located south of 37th and Tyler Road. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$5,400 and will be paid by General Obligations Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 22, 2004
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
BAUGHMAN COMPANY, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 22, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **37TH STREET NORTH FROM TYLER TO RIDGE ROAD.**

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Maize South School Turn Lanes
(south of 37th & Tyler intersection)
Project No. 472 84186, OCA #706920

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$5,400.00.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by **October 26, 2007**;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2007.

CITY OF WICHITA

Carl Brewer Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

N. Brent Wooten, President

ATTEST:

Agenda Item No. 11d.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council
SUBJECT: Long Distance Contract
INITIATED BY: IT/IS Department
AGENDA: Consent

Recommendation: Approve the contract

Background: The City of Wichita's contract with AT&T for long distance service expired September 30, 2007. Request for Proposal FP700038 was sent to 4 vendors.

Analysis: Three responses to the Request for Proposal were received and evaluated. Only AT&T's response was complete. An evaluation committee unanimously recommended the AT&T proposal on August 8, 2007.

Financial Considerations: The City purchases approximately \$25,000 of long distance service annually. AT&T's rates are not changing under the new contract.

Goal Impact: Internal Perspective. Long distance telephone service is provided to all departments by IT/IS as a standard service offering.

Legal Considerations: The contract has been reviewed and approved by the Department of Law.

Recommendations/Actions: It is recommended that the City Council approve the contract and authorize the Purchasing Manager to sign it.

Attachments:

LONG DISTANCE VOICE SERVICES ICB AGREEMENT

This Agreement between SBC Global Services, Inc. dba AT&T Global Services, a Delaware corporation, with a place of business at One AT&T Plaza, Dallas, Texas 75202, on behalf of SBC Long Distance, LLC dba AT&T Long Distance ("AT&T"), and City of Wichita ("Customer"), a Kansas government agency, with a place of business at the address in the signature block below, is effective as of the date last signed below ("Effective Date"). The Expiration Date of this Agreement shall be the date upon which the last of the various Services purchased hereunder expires.

I. Term and Service(s): This agreement shall be for a one (1) year period with an option to renew under the same terms and conditions for up to two (2) additional one-year periods by agreement of both parties. For the purpose of this Agreement, the Service is Long Distance Voice.

II. New or Upgrade to Existing Long Distance Addendum or Agreement

This is an upgrade to an existing Long Distance Addendum or Agreement.

III. INTERSTATE VS. INTRASTATE TRAFFIC

Customer hereby certifies that the percent interstate usage of the Service hereunder is:

At least 39.2% of voice traffic is interstate or international.

This offer is valid only if this Addendum is executed by Customer on or before September 25, 2007. If this Addendum is not executed by Customer on or before that date, this offer is automatically withdrawn without Notice to Customer.

SO AGREED by the Parties' respective authorized signatories:

CITY OF WICHITA	AT&T GLOBAL SERVICES ON BEHALF OF ITSELF AND/OR AT&T LONG DISTANCE
------------------------	---

445 North Main	Address	154 North Broadway, Room 520
Wichita, Kansas	City/State	Wichita, Kansas

By:	_____	By:	_____
Name:	[Individual's Name]	Name:	_____
Title:	[Individual's Title]	Title:	_____
Date:	_____	Date:	_____

- 1. ADDITIONAL TERMS AND CONDITIONS.** THIS AGREEMENT IS SUBJECT TO (1) THE VOICE AND DATA PRODUCT REFERENCE AND PRICING GUIDEBOOKS ("GUIDEBOOKS") CONTAINING PRODUCT DESCRIPTIONS, TECHNICAL INFORMATION, DEFINITIONS, AND AT&T LONG DISTANCE VOICE TERMS AND CONDITIONS OR AT&T LONG DISTANCE DATA TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO YOUR INDEMNIFICATION OBLIGATIONS, LIMITATIONS ON AT&T LONG DISTANCE'S LIABILITY, AND OTHER LEGAL PROVISIONS THAT AFFECT YOUR RIGHTS UNDER THIS AGREEMENT, AND (2) APPLICABLE STATE TARIFFS. BY SIGNING THIS AGREEMENT CUSTOMER ACKNOWLEDGES AND EXPRESSLY AGREES TO BE BOUND BY SUCH ADDITIONAL TERMS AND CONDITIONS. These Guidebooks and tariffs, as modified from time to time, are incorporated into this Agreement by reference. The Guidebooks can be obtained at www.sbc.com/ldguidebooks or from an AT&T salesperson. Unless defined herein, capitalized terms shall have the meanings defined in the Guidebooks. In the case of an inconsistency or conflict between terms and conditions of an applicable tariff or Guidebook, or this ICB Agreement, the governing order of precedence will be (1) this ICB Agreement, (2) the applicable tariff or Guidebook. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions.
- 2. Term.** This Agreement will become effective when executed by both parties (the "Effective Date") and will remain in full force and effect until the last Service purchased hereunder expires (the "Expiration Date"). Each Service ordered hereunder shall carry a term as specified in Section I of the first page of this Agreement and commencing on the date service is first established under the rates of this Agreement. This Agreement and the Services ordered hereunder shall not automatically renew upon expiration. If Customer does not negotiate a new agreement or provide 30 days advanced notice of cancellation by the Expiration Date or prior to the expiration of the Services, as

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LONG DISTANCE VOICE SERVICES ICB AGREEMENT

applicable, the Services will continue on a month-to-month basis and the pricing for the Services will revert to the standard rates as listed in the Guidebooks on the date of expiration, subject to future rate changes.

3. Long Distance Voice Services.

3.1. Description of Service. Long Distance Service - High Volume Outbound Calling enables Customer to place domestic and international Direct Distance Dialed ("DDD") calls. Toll Free Service ("TFS") is a reverse-billed service using a universally recognized numbering scheme that allows Customer to pay for all incoming calls. These calls may be placed from/to the Public Switched Telephone Network ("PSTN") or from/to Dedicated Voice Access ("DVA") facilities, Dedicated Outbound Voice Service ("DOVS") or PRI-ISDN ("PRI").

3.2. High Volume Calling Plan Rates.

3.2.1. Domestic High Volume Calling Plan Rates- Per Minute

	High Volume Switched Outbound Calling and Calling Card ^{2***}	High Volume Dedicated Outbound Calling	High Volume Switched Toll Free Calling ^{1 & 2}	High Volume Dedicated Toll Free Calling ^{1 & 2}
Interstate ³	\$0.0290	\$0.0230	\$0.0290	\$0.0230
Intrastate				
Kansas	\$ 0.0500	\$ 0.0400	\$0.0500	\$0.0400

¹Pursuant to the Guidebooks, TFS and optional features for TFS have recurring and non-recurring charges. Unless otherwise specified in this Agreement, the rates in the Guidebook will apply.

² This does not include any Payphone Origination Charges that may apply.

³ Interstate calls from any state where Customer has long distance Services are eligible for the Interstate rates.

***** The Interstate Calling Card rate is derived by adding \$0.01 to the Interstate Switched Outbound. The Intrastate Calling Card rate is equal to the Intrastate Switched Outbound rate.**

3.3. Annual Minimum. Customer shall purchase at least \$12,000.00 of High Volume Calling Plan Services (excluding applicable taxes and surcharges) from AT&T for each year of this Agreement ("Minimum Annual Commitment" or "MAC"). The monthly recurring charges from AT&T for the TFS, DVA, DOVS, or PRI will contribute to the MAC (excluding applicable taxes and surcharges). If Customer fails to satisfy the MAC, Customer will be billed and required to pay an under-utilization charge (which Customer agrees is reasonable). The under-utilization charge shall be equal to the difference between the amount billed to Customer by AT&T for Services for the year (excluding taxes and surcharges) and the MAC.

3.4. Domestic Rates. Except as specified in Section 3.2, the rates for all other intrastate and interstate traffic shall be then current rates set forth in the Domestic High Volume Calling Plan that are in effect on the Effective Date of this Agreement (as specified in the Guidebooks and applicable Tariffs) for the term of this Agreement. If the MAC in Section 3.3 does not match a MAC and/or term commitment in the Guidebooks, the next lower MAC or term commitment will be used. The High Volume Calling Plan associated with this Agreement is High Volume Calling III.

3.5. International Rates. The rates for all other international traffic shall be the then current rates set forth in the High Volume Calling III International Plan in Section 8 of the Guidebook All of these charges are subject to change during the term of this Agreement.

3.6. Recurring and Non-Recurring Charges for Toll Free Service

3.6.1. Domestic Toll Free Service Recurring and Non-Recurring Charges

	Monthly Recurring Charge	One Time Charge	Change Charge
Domestic			
TFS National Directory Assistance Listing (800-555-1212) (per TFS Number)	\$0.00	\$0.00	
Toll Free Call Routing 1 - 3 plans (per TFS Number)	\$0.00	\$100.00	\$100.00
Toll Free Call Routing 4 - 99 plans (per TFS Number)	\$50.00	\$100.00	\$100.00
Toll Free Alternate Routing Selection (per TFS Number)			\$50.00

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LONG DISTANCE VOICE SERVICES ICB AGREEMENT

	Monthly Recurring Charge	One Time Charge	Change Charge
Domestic			
Busy/No Answer Overflow (per trunk group)	\$0.00		\$50.00
Real-Time ANI Delivery (per trunk group)	\$0.00	\$200.00	
DNIS (per trunk group)	\$0.00	\$250.00	\$50.00
Toll Free Service Number terminated over a Switched facilities (per TFS Number)	\$5.00	\$0.00	
Toll Free Service Number terminated over a DVA facility (per trunk group up to 250 Toll Free Numbers)	\$50.00	\$0.00	

3.7. Billing Increments. Domestic and International usage rates are per minute of use ("MOU").

Price Plan	Initial Period	Additional Periods
Domestic Outbound High Volume Calling Plan	18 Seconds	1 Seconds
Domestic High Volume Calling Plan TFS (Inbound)	18 Seconds	1 Seconds

Call durations shall be rounded up to the next applicable billing increment. Each rated call that contains a fraction of a cent shall be rounded either up or down to the nearest cent, as set forth in the Guidebook

4. Limitations and Qualifications

- 4.1. The rates in Section(s) 3.2 shall be fixed for the term of this Agreement.
- 4.2. Customer must be an existing AT&T customer with a HVCP II + rate plan.
- 4.3. Customer must be within 3 months of a expiring agreement or no more than 6 months after completing a term agreement, with a committed MAC under HVCPII+ Price structure to be eligible for these rates.
- 4.4. Customer may be converted to the AT&T long distance network during the term of this agreement. Customer will keep rate structure provided herein, but agrees to allow AT&T to move services provided in this contract.
- 4.5. AT&T will act on behalf of Customer to provision any requested Local Access circuits between the Customer location and the serving wire center and AT&T will bill Customer for this Local Access Service. Local Access Service is subject to the availability of the necessary systems, facilities, equipment, and where AT&T provides Service.
- 4.6. Rates are in lieu of any other discounts specified in any other applicable Guidebooks, tariffs, and/or rate schedules.
- 4.7. If Customer requests Service which requires special construction in order to become available, and AT&T agrees to provide such requested Service, AT&T shall pass through any such special construction charges to Customer following Customer's prior written acceptance to incur such special construction charges.
- 4.8. Services provided hereunder shall not be resold or provided to third parties.
- 4.9. Credit and Deposits. AT&T reserves the right to require Customer to establish, re-establish, and/or maintain creditworthiness at any time and to the satisfaction of AT&T. AT&T reserves the right to examine the credit record and check the references of Customer at any time. If Customer's financial condition is unknown or unacceptable, AT&T reserves the right to require a security deposit, which AT&T may apply to overdue charges. AT&T shall determine the amount of any deposit, in its sole discretion, up to three months' estimated usage. AT&T shall pay interest on deposits as required under state law. AT&T may review Customer's account to determine whether all amounts due have been paid within these terms and conditions. If Customer's payment history is satisfactory, AT&T shall refund the deposit in full within the time prescribed under state law.
- 4.10. Long Distance Voice dedicated access is at currently contracted rates. This renewal is for existing access only. New access circuits require Customer to transition to the AT&T ABN platform.

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LONG DISTANCE VOICE SERVICES ICB AGREEMENT

5. **Customer Mass Outbound Calling Device Usage.** CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF AUTODIALERS, PREDICTIVE DIALERS OR OTHER DEVICES THAT GENERATE AUTOMATED OUTBOUND CALLS IN CONJUNCTION WITH PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED. AT&T MAY TERMINATE THIS AGREEMENT IMMEDIATELY SHOULD CUSTOMER USE SUCH DEVICES.
6. **Billing – Monthly Recurring and Non-Recurring Charges.** Monthly Recurring Charges are a recurring charge billed each month in advance. Non Recurring Charges are a one-time charge billed when the Service is installed or moved. Customer understands the quantities listed with monthly recurring charges in this Agreement shall be billed throughout the term of this Agreement.
7. **Nondisclosure and Publicity.** Except as required by law or as reasonably necessary for a party to perform its obligations under this Agreement, each party will keep this Agreement confidential. Notwithstanding the foregoing, Customer agrees that during the term of this Agreement, AT&T may refer to Customer, orally and in writing, as a customer of AT&T and may publish a press release announcing in general terms that AT&T and Customer have entered into this Agreement and AT&T may in general terms describe the activities contemplated hereunder. Any other reference to one party by the other party requires written consent of the first party. With respect to Service regulated by the Public Utility Commission of Ohio, and subject to the regulations of the Commission, AT&T will not (and this Agreement does not) restrict Customer's ability to disclose the existence of this Agreement.
8. **Termination Charges.** Customer may terminate this Agreement or disconnect, in whole or in part, Service at any time and without cause upon written notice to AT&T. If this occurs during the term, AT&T will compute the termination charges according to the following formula and render a bill to Customer, which Customer agrees to pay within 30 days:

Long Distance Service:

- 100% of any waived Non Recurring Charges, Sign-on Bonus and Rebates.
- 50% of the remaining MAC for each year remaining in Long Distance Voice term.

For all of the Services above, Customer will be responsible for any termination charges assessed by the Local Access Provider, for any Local Access Service procured by AT&T on its behalf.

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**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council Members

SUBJECT: Central Maintenance Facility (CMF) Expansion (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Contract and Adopt the Resolution.

Background: On June 7, 2005, City Council approved the CMF Expansion Project and authorized staff to select a consultant to re-evaluate the 1995 CMF Maintenance Master Plan.

On November 5, 2005, City Council approved a contract with Schaefer Johnson Cox Frey & Associates, P.A. (SJCF) to do a Concept Study and Preliminary Design as Phase I of a project to expand the CMF campus and/or relocate some operations into other City-owned facilities.

Analysis: Schaefer Johnson Cox Frey & Associates, P.A. (SJCF) has completed the Concept Study and Preliminary Design for this project. Ultimately, it is envisioned that the entire project will include a new stand-alone Engineering Building to be located on the CMF campus which would free up existing space in the main CMF office area, allowing other Public Works and Park Department users to expand into the vacated spaces. Also included is a recommended remodeling of the Fleet Maintenance area to provide, as a minimum, a new restroom for females, climate controlled areas, vehicle literature library, service writer area, expanded office area, more accessible shop space, new overhead doors and other miscellaneous improvements. All of these improvements can not be done at the same time due to the way the CIP is structured. Priorities will be established and work scheduled accordingly.

Financial Considerations: The project is authorized in the 2007 – 2016 Capital Improvement Program (CIP) (Project No. 435404, OCA No. 792455). GO funding is a total of \$750,000 in 2007, \$1,750,000 in 2008, \$1,750,000 in 2009 and \$ 1,100,000 in 2010. Staff is requesting that the 2007 to 2009 funding be authorized at this time, for \$4,250,000.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing maintained and optimized public facilities and assets.

Legal Considerations: The Law Department has approved the Resolution and Contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract, adopt the Resolution and authorize the necessary signatures.

Attachments: CIP Sheet, Resolution and Contract.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. R-05-299 OF THE CITY OF WICHITA, KANSAS AUTHORIZING A PROJECT TO CONDUCT A DESIGN STUDY OF THE POSSIBLE CONSOLIDATION OF FIELD OPERATIONS OF PUBLIC WORKS, PARKS AND WATER AND SEWER DEPARTMENTS AT THE CITY'S EXISTING CENTRAL MAINTENANCE FACILITY AT 1801 S. MCLEAN BOULEVARD, AUTHORIZING ADDITIONAL DESIGN WORK FOR A NEW ENGINEERING BUILDING AT SUCH LOCATION AND FACILITY MODIFICATIONS AND CONSTRUCTION AS SUPPORTED BY THE DESIGN STUDIES, AUTHORIZING THE ACQUISITION OF LAND FOR CAMPUS EXPANSION AND INSTALLATION OF HVAC IMPROVEMENTS FOR THE FLEET AREAS, AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO PAY ALL OR A PORTION OF THE COSTS THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: Section 1 of Resolution No. 05-299 of the City of Wichita, Kansas is amended to read as follows:

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Conduct a design study of the Central Maintenance facility at 1801 South McLean Boulevard to consider the possibility of combining the field operations of the Public Works, Parks and Recreation and Water Utility Departments at that location, and additional design work for a new engineering building at that location, as well as facility modifications and construction supported by such design studies; acquire additional land for campus expansion and install HVAC improvements in the fleet areas.

SECTION 2: Section 2 of Resolution No. 05-299 of the City of Wichita, Kansas is amended to read as follows:

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost of said improvements is estimated not to exceed \$4,400,000 exclusive of the costs of interest on borrowed money.

SECTION 3: The prior versions of Sections 1 and 2 of Resolution 05-299 of the City of Wichita, Kansas are hereby rescinded and replaced by the foregoing amended sections.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this ____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

AMENDMENT NUMBER ONE

THIS AMENDMENT, Made the _____ day of _____ 2007,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
A Municipal Corporation, hereinafter
referred to as
“OWNER”

AND

SCHAEFER JOHNSON COX FREY
& ASSOCIATES, P.A., hereinafter
referred to as
“ARCHITECT”

WHEREAS, the parties have heretofore, on the 15th day of November, 2005, entered into a Contract; and

WHEREAS, the parties wish to modify the “SCOPE OF SERVICES” in connection with the proposed construction project of the City of Wichita’s Public Works, Central Maintenance Facility (CMF) which is the subject matter of such Contract.

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. The Contract between the parties dated November 15, 2005 shall be amended to change the Basic Services (EXHIBIT “A”) to be performed by the **ARCHITECT** as follows:

The **ARCHITECT** will provide architectural, structural, mechanical/plumbing, and electrical engineering professional services for the remodeling of the City of Wichita’s Public Works, Central Maintenance Facility (CMF), Fleet Maintenance areas and add a new stand alone Engineering Building of approximately 9,100 square feet. The **ARCHITECT** will consult with the **OWNER** and prepare the detailed construction drawings and specifications after full consideration has been given to the Conceptual Study, Schematic and Design Development Phases, sketches and estimates. The drawings and specifications will also identify work to be done by the **OWNER** using their employees or other contracted entities. The documents will be sufficient for bidding and construction by a General Contractor under a single contract.

The **ARCHITECT** will obtain approvals of State or other agencies as necessary to the drawings and specifications.

Federal and state laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1073, as amended (504), and the Americans with Disabilities Act of 1990 (ADA) require that the City of Wichita and all organizations or firms contracting with the City of Wichita, except those providing tangible goods, comply with ADA/504 accessibility requirements. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also agree

that all new construction, alterations, or additions to City of Wichita buildings or facilities, performed by my organization or its subcontractors, must comply with all city, state, and federal laws, including related building guidelines/codes, and specifically the Americans with Disabilities Accessibility Guidelines (ADAAG).

The **ARCHITECT** will prepare proposals, forms, and notices to bidders. Set forth in detail and prescribe the work to be done; the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical/plumbing, electrical, service connected equipment, and site work, and contract documents satisfactory to the **OWNER** for the effective coordination and efficient execution of the proposed construction projects.

The **ARCHITECT** will use the **OWNER'S** Modified Construction Contract and General Conditions packages (AIA 101 and 201 modifications) that have been approved by the City of Wichita, Law Department, when American Institute of Architects (AIA) form documents are used in connection with the City's bid and specification documents.

The **ARCHITECT** will furnish a formal written estimate of the probable cost of constructing the Project according to the completed drawings and specifications as approved by the **OWNER**.

The **ARCHITECT** will conduct the necessary code analysis, consult with governing authorities having jurisdiction over the Project, and incorporate their requirements into the construction documents for the Project.

Reproduction of the completed plans and specifications for use in bidding will be the responsibility of the **OWNER** and the **OWNER** will pay for all reproduction and associated costs directly.

The **ARCHITECT** will review bidding documents for completeness and coordination before release for bids. The **OWNER** will issue bidding documents to the bidders.

The **ARCHITECT** will provide guidance to the **OWNER** and to prospective bidders, write and coordinate and otherwise aid in the issuance of addenda or provide clarifications as required.

The **ARCHITECT** will furnish a formal written estimate of probable construction costs to the **OWNER'S** Project Manager two days before the bid opening. **ARCHITECT** will also provide bid tabulation sheet(s) to the **OWNER'S** Project Manager for use in receiving bids two days before the bid opening.

During the Construction Phase, the **ARCHITECT** will be responsible for providing periodic monitoring of the construction in accordance with professional standards. In addition, the **ARCHITECT** will condemn work, which fails to conform to the Contract Documents, prepare certificates of payments due the contractor, provide consultation and advice to the **OWNER** and contractor during construction, issue necessary interpretations and clarifications of the Contract Documents, and review shop drawings for conformation with the bid documents.

The **ARCHITECT** will not be responsible for the contractor(s) scheduling, means or methods of construction or be responsible for the safety of the site and/or workplace.

II. The Contract between the parties dated November 15, 2005 shall be amended to change the **PAYMENTS**. The **OWNER** agrees to pay the **ARCHITECT** for services rendered under this Amendment Number One, a total fee established as follows:

For the remodeling of the City of Wichita's Public Works, Central Maintenance Facility (CMF) Fleet Maintenance areas, adding a new stand alone Engineering Building of approximately 9,100 square feet, the Bid and Specification Documents, Bidding and Construction Phase and other related items including those items identified in Paragraph I above a single stipulated lump sum fee including reimbursable expenses as follows:

Fleet Maintenance Division	\$192,000.00
New Engineering Building	\$140,000.00
Total	\$332,000.00

This fee shall constitute complete compensation for the services. (See attached proposals a copy of which is attached hereto and which is incorporated herein by reference.)

This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

For work performed by the **ARCHITECT** that is outside the **SCOPE OF SERVICES** as described above whether performed in the office or the site will be billed at the following hourly rates with a not to exceed amount of two thousand five hundred dollars (\$3,000.00):

Project Manager	Joseph A. Johnson, AIA	\$70.00
Project Architect	Edward M. Koser, AIA	\$70.00
Architectural Intern	As Assigned	\$40.00

III. All other provisions of the November 15, 2005, Contract and subsequent Amendments between the parties hereto not modified herein shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

by _____
Carl Brewer, Mayor

Attest:

SCHAEFER JOHNSON COX FREY

& ASSOCIATES, P.A.

Karen Sublett, City Clerk

by _____
Joseph A. Johnson, AIA
Senior Vice President

City Seal:

Approved as to form:

Gary E. Rebenstorf
Director of Law



2 October 2007

Norman Jakovac, Special Projects Coordinator
Building Services Division
Public Works Department
455 North Main - 8th Floor
Wichita, Kansas 67202

Reference: City of Wichita
Central Maintenance Facility
Engineering Building
Wichita, Kansas

Dear Norman:

We propose to perform all architectural, structural, mechanical and electrical professional services for adding a new Engineering Building of approximately 9,100 square feet in size at the Central Maintenance Facility site for the following sum:

Fee

\$2,000,000 @ 7.0% = \$140,000

SD	20% of 140,000 =	28,000
DD	20% of 140,000 =	28,000
CD	35% of 140,000 =	49,000
S/N	5% of 140,000 =	7,000
CO	20% of 140,000 =	28,000

Total \$140,000

Our fee also includes programming of the new facility with the Engineering Department.

Please call me if you have any questions.

Sincerely,


Edward M. Koser AIA
Vice President

Associates
Jesse A. Johnson
Kristen M. Cox
J. Andrew Cox
Michael M. Miller
Edward M. Koser
David D. Pridemore
Brian D. Plattner
John M. Wright
Stanley T. Dunn



SCHAEFER JOHNSON COX FREY ARCHITECTURE



27 September 2007

Ed Martin, Building Services Manager
Building Services Division
Public Works Department
455 North Main - 8th Floor
Wichita, Kansas 67202

Reference: City of Wichita
Central Maintenance Facility
Fleet Maintenance Department Remodel
Wichita, Kansas

Dear Ed:

We propose to perform all architectural, structural, mechanical and electrical professional services for remodeling of the Fleet Maintenance Department at the Central Maintenance Facility for the following sum:

Fee

\$2,400,000 @ 8% = \$192,000

SD	20% of 150,000 =	38,400
DD	20% of 150,000 =	38,400
CD	35% of 150,000 =	67,200
B/N	5% of 150,000 =	9,500
CO	20% of 150,000 =	38,400

Total \$192,000

Our fee also includes programming of the remodel work with the Fleet Maintenance Department.

Please call me if you have any questions.

Sincerely,

Edward M. Koser AIA
Vice President

Edward M. Koser
287 W. 9th Street
Wichita, Kansas
67202-2117

PH: 316-331-0700
Cell: 316-634-4218
e-mail: ed@edkoser.com
edkoser@att.net

Associated
Joseph A. Johnson
Kristen L. Cox
J. Samuel Frey
Vernon L. Miller
Edward M. Koser
David E. Goff
Scott Stanford
Yusef L. W. Young
Brandon E. Smith



HUBALTER JOHNSON COX FREY ARCHITECTURE

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDINGS	3. Date 10/26/2007	4. Project Description & Location CENTRAL MAINTENANCE FACILITY (CMF) EXPANSION/MODIFICATIONS
5. CIP Project Number PB-350404	6. Accounting Number PROJ. # 435405 OCA #792455	7. CIP Project Date (Year) 2007 - 2016	8. Approved by WCC YES Date 11/15/05
9. Estimated Start Date 2007	10. Estimated Completion Date 2011	11. Project Revised	

12. Project Cost Estimate			
ITEM	GO	SA	OTHER
Right of Way			
Construction	3,915,000.00		
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
OTHER - DESIGN	335,000.00		
Totals	4,250,000.00		
Total CIP Amount Budgeted	4,250,000.00		
Total Prelim. Estimate			

12A.	
Platting Required	Yes
Lot Split	
Petition	
Ordered by WCC	X
Remarks: THE ORIGINAL 1995 MASTER PLAN HAS BEEN RE-VISITED WITH RECOMMENDATIONS TO REMODEL THE FLEET MAINTENANCE AREA AND ADD A NEW STAND ALONE ENGINEERING BUILDING. THESE IMPROVEMENTS WILL OPEN EXISTING SPACE WITHIN THE MAIN CMF OFFICE AREA FOR EXPANSION OF OTHER USER ACTIVITIES INTO VACATED SPACES.	

13. Recommendation: ADOPT THE RESOLUTION, APPROVE THE CONTRACT AND AUTHORIZE THE NECESSARY SIGNATURES.

Division Head

Edward M. ...

Department Head

Ed M. ...

Budget Officer

[Signature]

City Manager

Date

11-6-07

Date

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council Members

SUBJECT: Supplemental Design Agreement for Hillside Bridge at Range Road (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

.....

Recommendation: Approve the Supplemental Agreement.

Background: On May 4, 2004, the City entered into an Agreement with Cook, Flatt & Strobel Engineers, P.A. (CF&S) for designing a plan to rehabilitate the Hillside Bridge at Range Road. The fee was \$27,000. Further engineering review revealed that it would be more economical in the long run to replace the bridge rather than rehabilitate it. On February 14, 2006, the City approved a Supplemental Agreement for the additional design services to completely replace the bridge. The fee was \$13,660.

Analysis: The scope of services has changed to include the replacement of additional pavement and additional storm sewer work. A Supplemental Agreement has been prepared with CF&S for the additional design services.

Financial Considerations: Payment to CF&S for the Supplemental Agreement will be made on a lump sum basis of \$2,368 and will be paid by General Obligations Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT NO. 4
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
COOK, FLATT & STROBEL ENGINEERS, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **HILLSIDE BRIDGE AT RANGE ROAD**.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Scope changed to include the replacement of additional
pavement & additional storm sewer work.
(Project No. 472 84395, OCA #715711)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **\$2,368.00**.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;
EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2007.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

COOK, FLATT AND STROBEL ENGINEERS, P.A.

(Name and Title)

ATTEST:

CITY OF WICHITA
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: Proposed Partial Acquisition of 1825 Butternut Drive for Main 21, Four Mile Creek Sanitary Sewer Easements (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 19, 2006, the City Council approved a resolution authorizing construction of Main 21, Four Mile Creek Sanitary Sewer Interceptor. This sanitary sewer will service an area north and east of East Pawnee and 143rd Street South. The project requires the acquisition of permanent and temporary easements across the middle of the property located at 1825 South Butternut. The total property site area is 40.36 acres. The project requires a permanent easement of approximately 1.22 acres of the site and two temporary easements consisting of 4.11 acres.

Analysis: The owner has agreed to accept the appraised offer of \$9,737, or \$0.07 per square foot. The easement was valued at 30% of the full value of \$9,800 per acre. The temporary easements were valued at \$2,137, or 5% of the \$9,800 per acre value. The remaining \$4,000 is for damages to the crops, trees and to replace fencing.

Financial Considerations: A budget of \$9,800 is requested. This includes \$9,737 for the easements and \$63 for recording costs.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure, as this area is rapidly growing.

Legal Considerations: The Law Department has approved the contract and easements as to form.

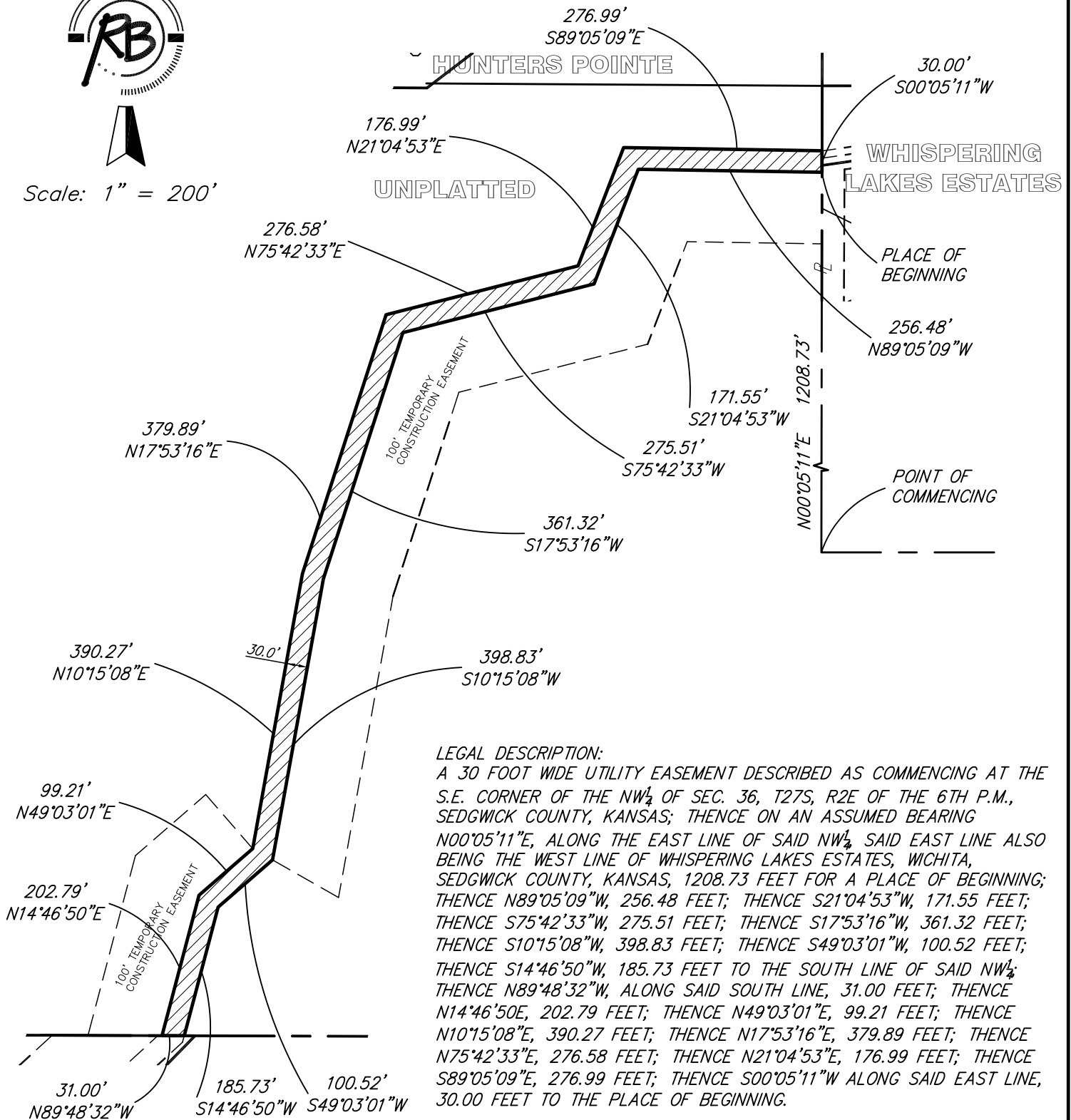
Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Tract map, aerial map and contract.

SANITARY SEWER EASEMENT EXHIBIT "A"



Scale: 1" = 200'



LEGAL DESCRIPTION:

A 30 FOOT WIDE UTILITY EASEMENT DESCRIBED AS COMMENCING AT THE S.E. CORNER OF THE NW $\frac{1}{4}$ OF SEC. 36, T27S, R2E OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS; THENCE ON AN ASSUMED BEARING N00°05'11"E, ALONG THE EAST LINE OF SAID NW $\frac{1}{4}$, SAID EAST LINE ALSO BEING THE WEST LINE OF WHISPERING LAKES ESTATES, WICHITA, SEDGWICK COUNTY, KANSAS, 1208.73 FEET FOR A PLACE OF BEGINNING; THENCE N89°05'09"W, 256.48 FEET; THENCE S21°04'53"W, 171.55 FEET; THENCE S75°42'33"W, 275.51 FEET; THENCE S17°53'16"W, 361.32 FEET; THENCE S10°15'08"W, 398.83 FEET; THENCE S49°03'01"W, 100.52 FEET; THENCE S14°46'50"W, 185.73 FEET TO THE SOUTH LINE OF SAID NW $\frac{1}{4}$; THENCE N89°48'32"W, ALONG SAID SOUTH LINE, 31.00 FEET; THENCE N14°46'50"E, 202.79 FEET; THENCE N49°03'01"E, 99.21 FEET; THENCE N10°15'08"E, 390.27 FEET; THENCE N17°53'16"E, 379.89 FEET; THENCE N75°42'33"E, 276.58 FEET; THENCE N21°04'53"E, 176.99 FEET; THENCE S89°05'09"E, 276.99 FEET; THENCE S00°05'11"W ALONG SAID EAST LINE, 30.00 FEET TO THE PLACE OF BEGINNING.



Ruggles & Bohm, P.A.

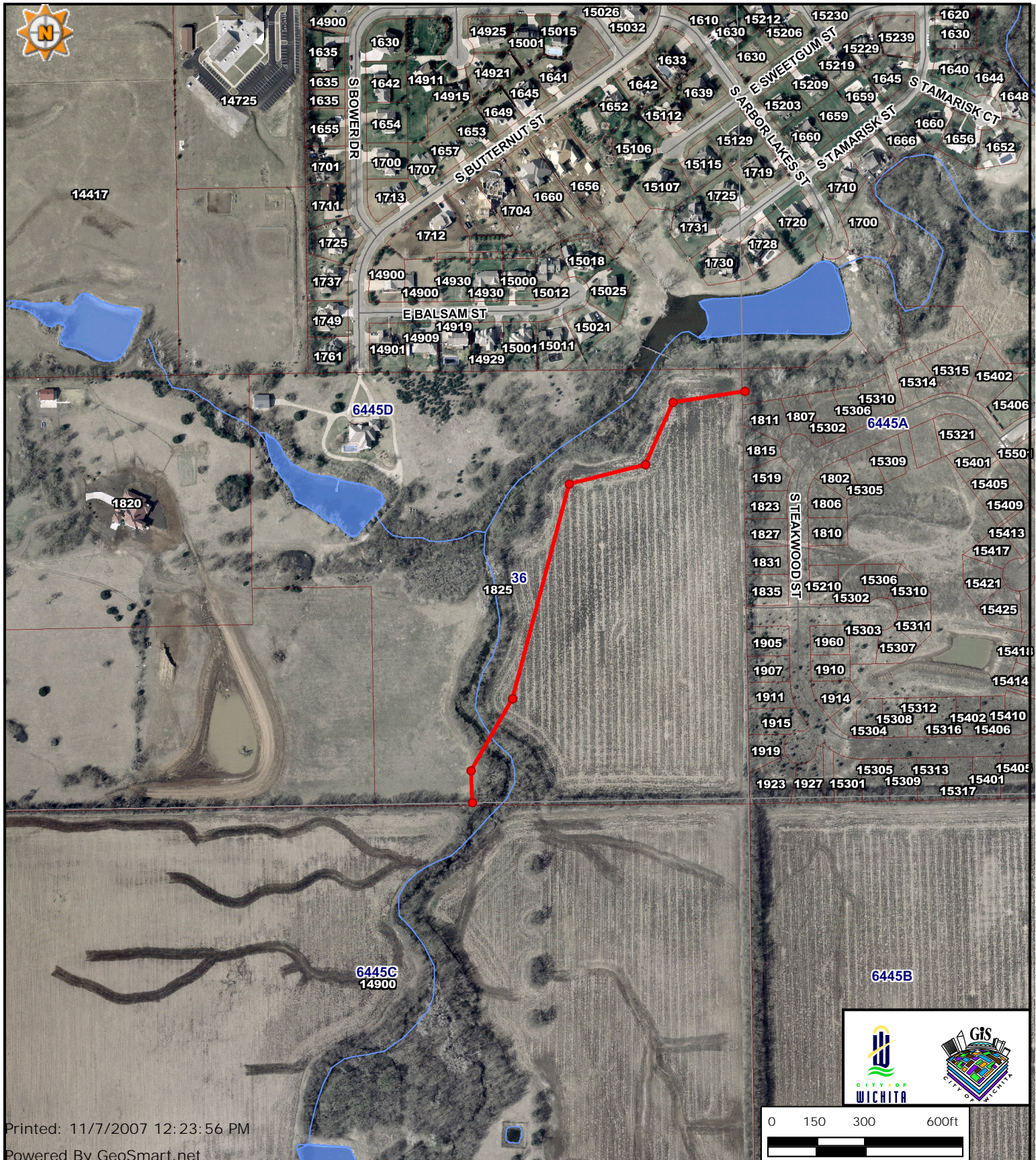
Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com

RB JOB 2973E	DRAWN MLP
SHEET 1 OF 1	DATE July 9, 2007

Albright Property at 1825 Butternut



Printed: 11/7/2007 12:23:56 PM

Powered By GeoSmart.net

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2007 by and between Waleah L. Albright Revocable Trust dated _____, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a permanent easement for the construction and maintenance of sanitary sewer in, upon under the following described tracts, to wit:

Permanent Easement: Commencing at the S.E. corner of the NW1/4 of Sec. 36, T27S, R2E of the 6th P.M., Sedgwick County, Kansas; thence on an assumed bearing N00°05'11"E, along the east line of said NW1/4, said east line also being the west line of Whispering Lakes Estates, Wichita, Sedgwick County, Kansas, 1208.73 feet for a place of beginning; thence N89°05'09"W, 256.48 feet; thence S21°04'53"W, 171.55 feet; thence S75°42'33"W, 275.51; thence S17°53'16"W, 361.32 feet; thence S10°15'08"W, 398.83 feet; thence S49°03'01"W, 100.52 feet; thence S14°46'50"W, 185.73 feet to the south line of said NW1/4; thence N89°48'32"W, along said south line, 31.00 feet; thence N14°46'50"E, 202.79 feet; thence N49°03'01"E, 99.21 feet; thence N10°15'08"E, 390.27 feet; thence N17°53'16"E, 379.89 feet; thence N75°42'33"E, 276.58 feet; thence N21°04'53"E, 176.99 feet; thence S89°05'09"E, 276.99 feet; thence S00°05'11"W along said east line, 30.00 feet to the place of beginning, containing 53,290 square feet more or less.

Temporary Easement 01:

A 100 foot wide temporary construction easement described as commencing at the SE corner of the NWQ of Section 36, T27S, R2E of the 6th P.M., Sedgwick County, Kansas; thence N00°05'11"E, along the east line of said NWQ also being the west line of Whispering Lakes Estates, Wichita, Sedgwick County, Kansas, 1108.72 feet for a place of beginning; thence N89°05'09"W, 188.12 feet; thence S21°04'53"W, 153.39 feet; thence S75°42'33"W, 271.93 feet; thence S17°53'16"W, 299.42 feet; thence S10°15'08"E, 398.83 feet; thence N79°44'52", 100.00 feet; thence N10°15'08"E, 398.83 feet; thence N17°53'16"E, 361.32 feet; thence N75°42'33"E, 275.51 feet; thence N21°04'53"E, 171.55 feet; thence S89°05'09"E, 256.48 feet; thence S00°05'11"W along said east line, 100.01 feet to the place of beginning, containing 138,435 square feet more or less.

Temporary Easement 02:

A 100 foot wide temporary construction easement described as commencing at the SE corner of the NWQ of Section 36, T27S, R2E; thence N89°48'32"W, along the south line of said NWQ, 919.59 feet for a place of beginning; thence continuing N89°48'32"W, along said south line, 103.33 feet; thence N14°46'50"E, 259.65 feet; thence N49°03'01"E, 254.42 feet; thence S10°15'08"W, 390.27 feet; thence S49°03'01"W, 99.21 feet; thence

S14°46'50"W, 202.79 feet to the place of beginning, containing 40,803 square feet more or less.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described easements, any and all damages and or claims, the sum of Nine Thousand Seven Hundred Thirty-Seven Dollars and No Cents (\$9,737.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 30, 2007.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on day funds are delivered in exchange of the easements.

8. Buyer agrees to record the permanent easement at its cost.

9.. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

WITNESS OUR HANDS AND SEALS the day and year first above written.
SELLER:

Waleah L. Albright, Trustee

Glenn Albright, Trustee

BUYER:
By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 160 South West Street for the Improvement of West Street from Maple to Central (District IV and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 18, 2005, the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project requires the acquisition of all or part of 36 parcels. The tracts include residential, retail and commercial properties. This particular acquisition consists of the west 10 feet (800 square feet) of the commercially zoned site at 160 South West Street. The property is improved with a 2,852 square foot retail building on a 11,109 square foot lot.

Analysis: It is necessary to acquire a ten-foot strip of land along the east right-of-way line of West Street, a total of 800 square feet. As a result of the take, some parking, landscaping will be lost and the business advertising sign must be relocated. The offer, based on appraised value was \$9,999, or \$11.00 psf for land, was rejected by the owner. The owner agreed to accept \$13,361 for the partial acquisition, or \$15.00 per square foot for the land and \$861 for fees associated with the relocation of his sign. In lieu of pursuing this property through eminent domain, the counter offer is reasonable. Other properties along the project's corridor were compensated \$15.00 per square foot for improved land.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$20,861 is requested. This includes \$13,361 for the acquisition and \$7,500 for sign relocation, closing costs and title insurance.

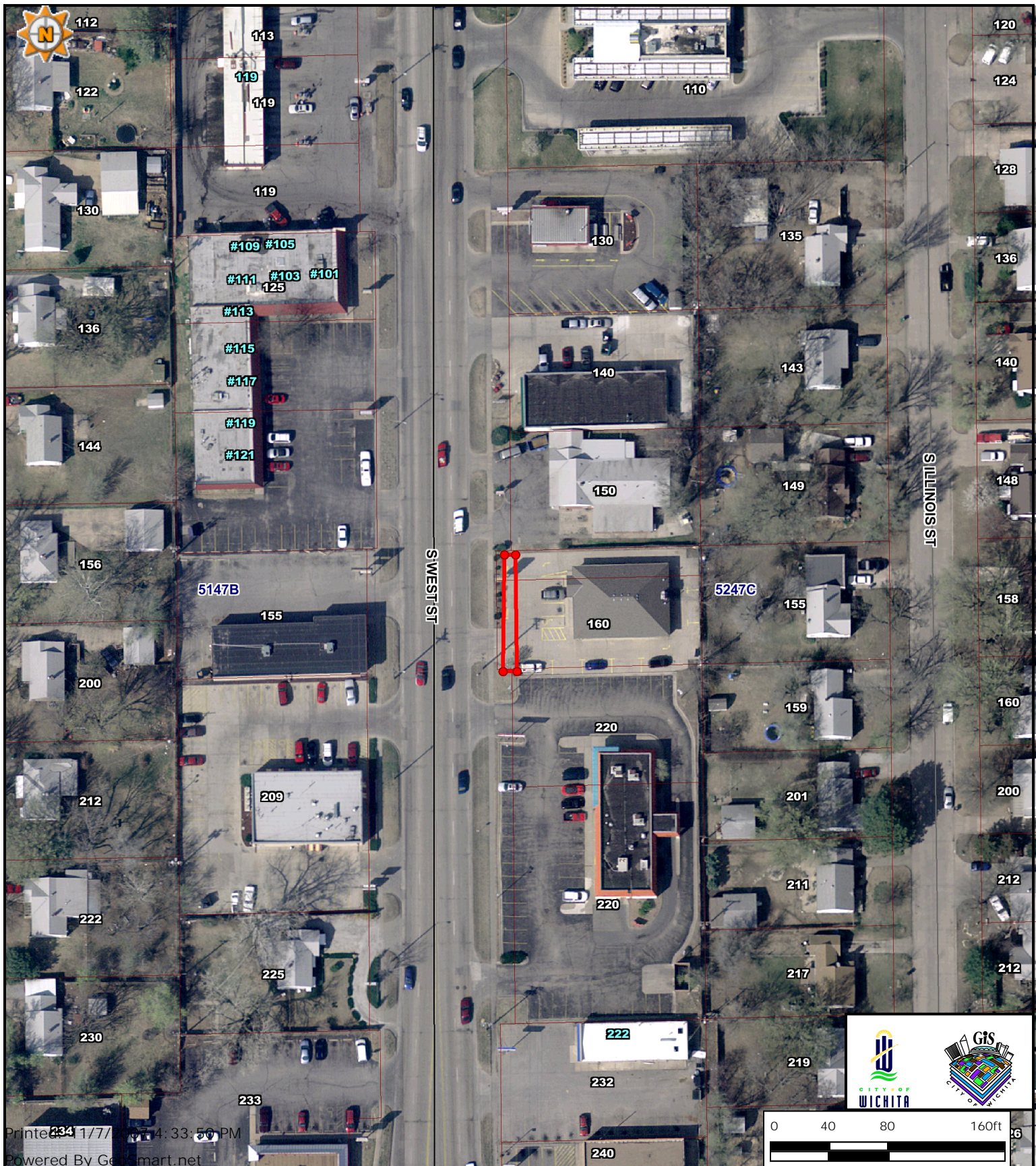
Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contracts and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.

160 South West Street



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 25 day of October, 2007 by and between Marcus Properties, LLC, a Kansas Limited Liability Corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Warranty Deed the following described real property, situated in Sedgwick County, Kansas, to wit:
The West 10 feet of Lot 20, Block 2, Westborough Addition to Wichita, Kansas together with The West 10 feet of the following described tract of land: The South 20 feet of Lot 19, Block 2, Westborough Addition to Wichita, Kansas
2. Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance of the above described real property and costs to cure damages the sum of Thirteen Thousand Three Hundred Sixty-One Dollars and No Cents (\$13,361.00) in the manner following, to-wit: cash at closing.
3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence will be ordered and presented to the Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 10, 2007.
6. Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
7. Possession to be given to Buyer on or before closing date.
8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% of closing costs.
9. Site Assessment
 - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as

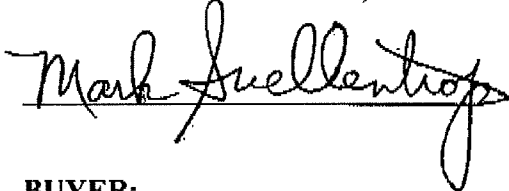
defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or testing of the property, at Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or the buyer shall advise seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

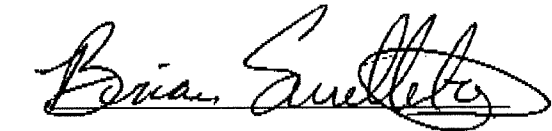
WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER
MARCUS PROPERTIES, LLC:



BUYER:
By Direction of the City Council

Carl Brewer, Mayor



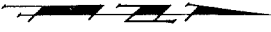
ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

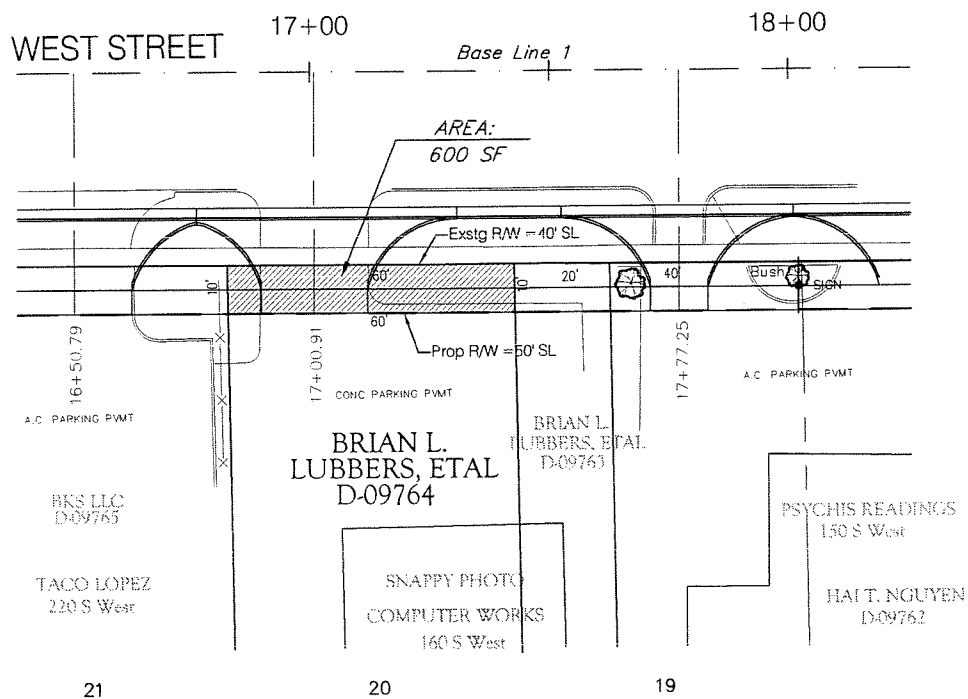
Gary E. Rebenstorf, Director of Law

EXHIBIT


1" = 40'

LEGAL DESCRIPTION:

The West 10 feet of Lot 20, Block 2,
Westborough Addition to Wichita, Kansas.



WESTBOROUGH ADDITION

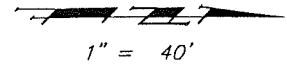
New PL - Old BC
25.17'

New PL - New BC
19.37'

 **Baughman Company, P.A.**
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

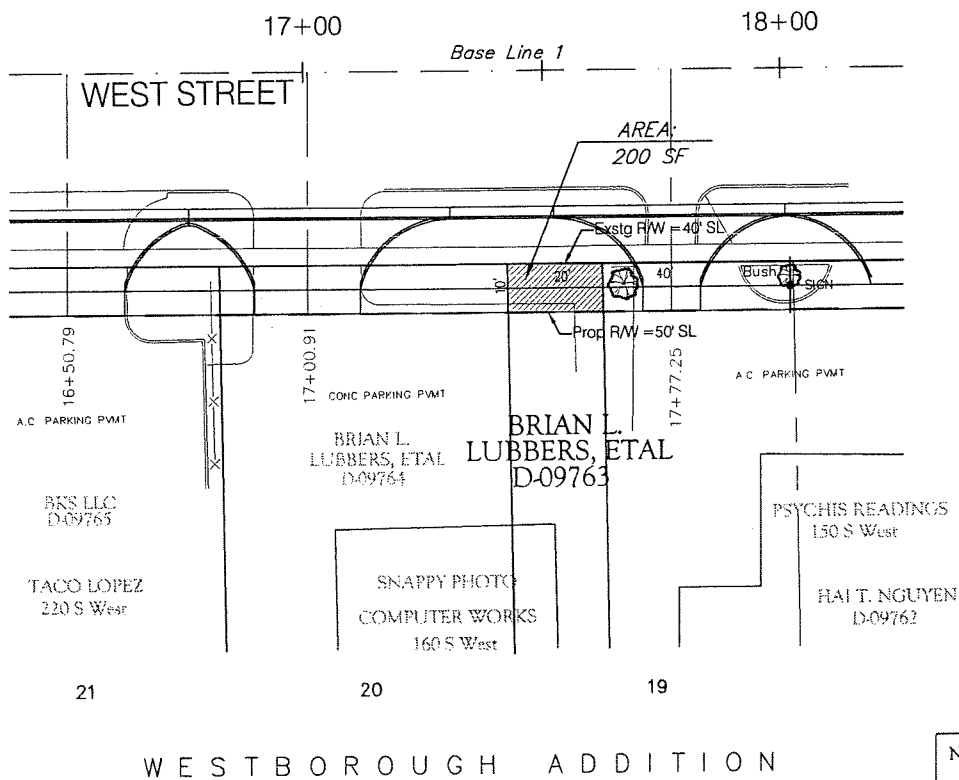
F:eng/West Street Paving New/Exhibits/lubbers

EXHIBIT



LEGAL DESCRIPTION:

The West 10 feet of the following described tract of land:
The South 20 feet of Lot 19,
Block 2, Westborough Addition to Wichita, Kansas.



New PL - Old BC
25.18'

New PL - New BC
19.37'

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

F:eng/West Street Paving New/Exhibits/lubbers 2

CITY OF WICHITA
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: Acquisition of 5022 East Gilbert Court for the Dry Creek Basin Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: On June 13, 2006, City Council approved a creek channel improvement project to improve stormwater channel conveyance intended to reduce flooding. Five properties, all residential, were identified as being at or below a certain elevation and are required for acquisition. Property owners and or occupants will be relocated using project funds for reasonable housing and replacement housing costs. One such property is 5016 East Gilbert Court. It is a 1956, three-bedroom, single-family ranch style house.

Analysis: The appraised value of \$78,000, or \$46.01 per square foot was offered to the owner. During the onset of the appraisal and acquisition process, the property went into foreclosure. Veterans Affairs purchased the loan out of foreclosure and has agreed to sell the property to the City for \$78,000. The improvements will be razed and the site maintained as open space.

Financial Considerations: \$98,000 is requested budget for the acquisition. \$78,000 towards the purchase price, \$20,000 for demolition, closing costs and title insurance. The funding source is the Storm Water Utility.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure and flood control in this area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget expenditure and Real Estate Purchase Contract and 2) Authorize the necessary signatures.

Attachments: Veterans Affairs purchase & contract documents and aerial map.

PURCHASE OFFER NO:

OMB Control No. 2900-0029
Respondent Burden: 20 Minutes

Department of Veterans Affairs

OFFER TO PURCHASE AND CONTRACT OF SALE

Privacy Act Notice: VA and the Service Provider will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (i.e., The information collected on this form will serve as an offer to purchase a VA-acquired property. The acquisition and sale of such property is authorized by law (38 U.S.C. 3720 (a) (5)).) as identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records and Vendor Loan Applicant Records - VA, and published in the Federal Register. Your obligation to respond is required to obtain or retain benefits.

Respondent Burden: We need this information to consider your offer to purchase a VA acquired property. Title 38, United States Code, allows us to ask for this information. We estimate that you will need an average of 20 minutes to review the instructions, find the information, and complete this form. VA and the Service Provider cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at www.whitehouse.gov/omb/library/OMBINVC.html#VA. If desired, you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.

INSTRUCTIONS TO BROKER - Follow the instructions of the Service Provider to submit offer.

1A. ADDRESS OF PROPERTY TO BE PURCHASED (Include No., Street or rural route, City or P.O. Box, State and ZIP Code) 5022 E. Gilbert Court, Wichita, KS 67218

1B. PROPERTY IDENTIFIER
8000530074

SECTION I - PURCHASER(S) INFORMATION

2A. NAME OF PURCHASER
City of Wichita, KS, a Municipal Corporation

2B. ADDRESS OF PURCHASER (Include No., Street or rural route, City or P.O. Box, State and ZIP Code)
455 N. Main, Wichita, KS 67202
Attn: Property Management

2C. HOME PHONE
NA

2D. BUSINESS PHONE
(316) 268-4237

3A. NAME OF PURCHASER
Carl Brewer, Mayor
Karen Sublett, City Clerk

3B. ADDRESS OF PURCHASER (Include No., Street or rural route, City or P.O. Box, State and ZIP Code) (If same as above write "SAME")
Same as above

3C. HOME PHONE
NA

3D. BUSINESS PHONE
(316) 268-4237

4. STATE EXACT NAME(S) IN WHICH TITLE IS TO BE CONVEYED
City of Wichita, KS, a Municipal Corporation

5. DO YOU PLAN TO OCCUPY THE PROPERTY? ☐ YES ☒ NO

5A. IS ANY PURCHASER A VETERAN?
☐ YES ☒ NO (If "YES", complete Items 5B and 5C)

5B. SERVICE/SERIAL NUMBER
NA

5C. DATES OF LATEST SERVICE
NA

6. IS THE PROPERTY BEING PURCHASED DIRECTLY OR INDIRECTLY BY OR FOR ANY OF THE FOLLOWING PERSONS OR THEIR CLOSE RELATIVE? (If any answer(s) for Items 6A through 6D is/are "YES", give a detailed statement of circumstances on a separate sheet. The term "Close relative" as used means the spouse, parents, children, brother or sister, or any other relative who is a member of the purchaser's household.)

A. ANY PERSON WHO AT ANY TIME OBTAINED OR ASSUMED THE OBLIGATION OF ANY LOAN MADE OR HELD BY VA OR GUARANTEED OR INSURED BY VA UNDER CHAPTER 37, TITLE 38, U.S. CODE? ☐ YES ☒ NO

B. ANY PERSON WHO HAS BEEN EMPLOYED BY THE SERVICE PROVIDER OR ANY OTHER ENTITY UNDER COMMON OWNERSHIP WITH THE SERVICE PROVIDER WITHIN THE LAST 6 MONTHS. ☐ YES ☒ NO

(If "YES," is checked please give relationship)

C. ANY PERSON WHO AT ANY TIME WAS THE OWNER OF THE PROPERTY? ☐ YES ☒ NO

D. ANY PERSON WHO PREVIOUSLY PURCHASED A PROPERTY FROM VA? ☐ YES ☒ NO

SECTION II - TERMS OF PURCHASE, CERTIFICATIONS AND CONDITIONS OF TRANSMITTAL OF OFFER

7. CASH OFFER ☒

8. TERM OFFER ☐

A. OFFERED PRICE		\$78,000	A. OFFERED PRICE		\$
DEDUCTIONS:			B. LESS (-) DOWNPAYMENT		\$
B. DISCOUNT POINTS	\$	0	C. AMOUNT OF VENDEE LOAN REQUESTED (Item A - Item B)		\$
C. LOAN ORIGATION FEE	\$	0	D. TIMES (X) CASH EQUIVALENT FACTOR		%
D. CLOSING COSTS	\$	0	E. CASH EQUIVALENT VALUE (CEV) OF LOAN AMOUNT (Item C x Item D)		\$
E. COMMISSION	SALES \$ LISTING \$	0	F. PLUS (+) FUNDING FEE (% of Item C)		\$
F. SALES BONUS	\$	0	G. PLUS (+) DOWNPAYMENT (Item B)		\$
G. TOTAL DEDUCTIONS (Item B through Item F)	\$	0	H. ADDITIONS TO CEV OF LOAN AMOUNT (Item F + Item G)		\$
H. NET TO VA (Item A - Item G)	\$	78,000	I. CASH EQUIVALENT VALUE OF TOTAL OFFER (Item E + Item H)		\$
			J. LESS (-) COMMISSION		\$
			K. LESS (-) SALES BONUS		\$
			L. TOTAL DEDUCTIONS (Item J + Item K)		\$
			M. NET TO VA (Item I - Item L)		\$
			N. INTEREST RATE		%
			O. NO. OF YEARS		
			P. MONTHLY P @ I PAYMENT		\$

I. PURCHASER(S) AGREE TO CLOSE WITHIN DAYS AFTER OFFER IS ACCEPTED BY VA. 10 days

9. AMOUNT OF EARNEST MONEY \$ 0

BASED ON CORRECT CALCULATIONS, THE OFFER WHICH PROVIDES THE HIGHEST NET RETURN TO VA WILL BE ACCEPTED. ERRORS IN THE COMPUTATION OF THE NET TO VA MAY RESULT IN THE OFFER BEING REJECTED AND ANOTHER OFFER ACCEPTED.

The "Conditions of Sale" on the reverse of this Offer to Purchase and Contract of Sale and any required Attachments and Addendums to it executed by the purchaser(s) are incorporated herein and are a part hereof. All parties hereto acknowledge they have read and understand the "Conditions of Sale" on the reverse of this Offer to Purchase and Contract of Sale (and any required Attachments and Addendums) as evidenced by their signature(s) herein below.

PENALTY- The law provides severe penalties which include fine or imprisonment, or both, for the willful submission of any statement or evidence of a material fact, knowing it to be false.

10A. SIGNATURE OF PURCHASER
X

10B. DATE SIGNED

11A. SIGNATURE OF SPOUSE OR CO-PURCHASER
X

11B. DATE SIGNED

12A. NAME AND ADDRESS OF REAL ESTATE FIRM
ComEx
949 S. Glendale #125
Wichita, KS 67218

12B. NAME OF PRINCIPAL BROKER
Floyd S. Pitts

12C. TAX ID OR SOCIAL SECURITY NUMBER
44 528 3460

12D. NAME OF SALES PERSON
Floyd S. Pitts

12E. TELEPHONE NUMBER
316 681 3953

13A. SIGNATURE OF PRINCIPAL BROKER OR AUTHORIZED REPRESENTATIVE
Floyd S. Pitts

13B. DATE SIGNED
11-6-2007

SECTION III - ACCEPTANCE BY THE DEPARTMENT OF VETERANS AFFAIRS

Acceptance of this offer is hereby evidenced by my signature below and by the return to the Purchaser or Sales Broker of a copy hereof, so signed. (If the offer is not accepted it will not be signed in Item 14A on behalf of VA and the prospective purchaser will be notified of the rejection.)

14A. THE SECRETARY OF VETERANS AFFAIRS

14B. DATE ACCEPTED

BY:

TITLE:

VA FORM
FEB 2005 **26-6705**

SUPERSEDES VA FORM 26-6705, OCT 1997,
WHICH WILL NOT BE USED.

(Continued on Reverse)

APPROVED BY LAW:

SECTION IV - CONDITIONS OF SALE

1. This Contract of Sale contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this contract. This Contract of Sale is not assignable by the Purchaser(s).

2. **Funding Fee Notice:** Title 38, U.S. Code, Section 3729 requires that VA collect a funding fee from each person who obtains a vendee (VA/ Seller financed) loan to purchase a VA-acquired property. This fee must be paid in cash or certified funds at closing. The fee may not be collected from a veteran who is receiving compensation (or who, but for the receipt of retirement pay would be entitled to receive compensation) or from a surviving spouse as described in 38 U.S.C. 3701(b)(2).

3. Risk of loss or damage by fire or other causes is assumed by the Seller until the sales transaction is closed.

4. Seller may rescind this contract and return the Purchaser's earnest money deposit under any of the following conditions:

- The property is damaged prior to the date of closing.
- The Seller is unable to deliver the property vacant if so advertised.
- The Seller is unable or unwilling to remove valid objections to title prior to closing.
- The Seller has not, and is unable to timely acquire title to the property.
- The property is subject to outstanding redemption rights and such rights are exercised. (In such cases the Seller shall be entitled to the redemption money and shall return to the Purchaser(s) all payments made by him/her to the Seller on account of this sale, without interest, less the fair rental value.)
- Vendee financing is requested and the Seller determines the Purchaser(s) is/are not (an) acceptable borrower(s).

5. The return of the earnest money deposited by the Purchaser(s) shall release the Seller from any and all claims arising from this transaction.

6. The seller may retain all or a portion of the earnest money deposited herewith as liquidated damages if the Purchaser(s) refuse(s), or otherwise fails to perform in accordance with this Contract of Sale. Purchaser's failure to obtain mortgage financing to complete the purchase will not be considered a failure to perform and the earnest money deposit will be returned if the Purchaser(s) can show he/she reasonably and diligently pursued such financing without undue extensions of time.

7. Purchasers who request, but do not qualify for a VA Vendee (VA/Seller) loan agree that the vendee loan processing fee will not be refunded.

8. If Vendee financing is requested, the Purchaser(s) will inform the Seller of any changes in employment and/or financial position, including bankruptcy, judgments, pending litigation, income tax liens, garnishments, and other similar matters.

9. Closing shall be as soon as possible and within a reasonable time after indication by the Seller of readiness to close. Seller will indicate place of closing for Vendee financed loans. Purchaser(s) agree(s):

a. To pay sufficient money at closing, as determined by an escrow analysis as required by Title 24 CFR 3500, for Seller to properly establish escrow accounts to pay taxes, assessments, ground rents (if any), and hazard and flood insurance required by the Seller.

b. To pay monthly, in addition to the monthly installments of principal and interest shown for seller-financed sales, 1/12 of the annual charges that the Seller reasonably anticipates paying from the escrow account for hazard insurance, ground rents (if any), and any and all taxes and assessments now or hereafter levied against the property, in order that the Seller may pay such charges when due.

c. To pay for any examination of title or continuation of policies as he/she may require, documentary stamps on the deed of conveyance by the Seller and on all other closing instruments, recording taxes, recording fees, and any other expenses incidental to the closing. Copies of any title evidence in the possession of the Seller will be made available to the Purchaser(s) for examination upon request. Said evidence will be delivered to Purchaser(s) when loan is paid in full.

d. That all assessments, rents (if any), ground rents (if any), and taxes shall be prorated as of the closing date, and the purchaser(s) will assume all taxes, assessments, and ground rents (if any), due on and after the closing date.

e. To furnish hazard insurance (and flood insurance if required) policies satisfactory to the Seller, with loss-payable clauses in favor of the Seller, successors or assigns. Policies will be effective as of the closing date and will be delivered to the Seller at closing along with receipts for the payment of the first year premium.

10. The Seller/Service Provider will prepare, the instruments required for closing the sale. At that time, the Seller/Service Provider, at the Seller/Service Provider's option, will deliver the deed of conveyance. The deed will contain a covenant which warrants against the acts of the Seller/Service Provider and all claiming by, through, or under him or her conveying good title to said real estate subject to easements, restrictions, and agreements of record. In a sales transaction financed by VA, the deed will be delivered simultaneously with the execution and delivery by the Purchaser(s) to the Seller/Service Provider of a mortgage, or deed of trust, and note covering the balance of the purchase price. In a cash sales transaction, the deed will be delivered simultaneously with the balance of the purchase price.

11. This sale is subject to the rights of any parties in possession.

SALES BROKER CERTIFICATION

12. I, the undersigned sales broker, have received from the prospective purchaser(s) the deposit shown on the reverse which I am holding for the Department of Veterans Affairs. I certify and agree that:

a. I am acting as Trustee of these funds which will be placed in my Trust Escrow Account. If the purchase offer is not accepted by VA, the deposit shall be returned to the prospective purchaser(s), without interest.

b. The statements of the prospective purchaser(s) shown on the reverse and in the attached credit statement, if required, are believed to be true and correct. I do not know of any loans, gifts, or financial assistance being made to the prospective purchaser(s). I will disclose to VA any such information coming to my attention if seller financing is involved.

c. The sales commission shall not be deemed earned unless and until the sale is actually closed, and that the sales commission shall be payable in amount and time as established by the Service Provider. In addition, sales commissions may not be payable, if the purchaser(s) or co-purchaser(s) is/are a person having an identity of interest in one of the following categories:

- (1) Selling broker who has knowledge or has received a copy of either the foreclosure or marketing appraisal;
- (2) Person who has control over marketing decisions has knowledge or has received a copy of the marketing analysis;
- (3) Person who processes or evaluates offers;
- (4) Spouses, parents, in-laws, children, stepchildren; brothers and sisters of, and persons who reside with any of the above; and,
- (5) The identity of interest's partners, employees and sales associates.

d. I am duly licensed to sell real estate by the appropriate governmental agency in the area where this property is located.

e. Neither the broker nor any of his/her sales, management, or rental personnel, employees, or others authorized to act for the broker will, in violation of Title VIII of the Civil Rights Act of 1968 as amended (The Fair Housing Act), or Executive Order 11063, decline to show or will discriminate in the sale or rental of any property now or here after listed with him/her. It is further agreed that the undersigned will:

- (1) Instruct the staff in the policies of nondiscrimination and applicable laws;
- (2) Prominently display the Fair Housing Poster in all offices in which sale or rental activity takes place;
- (3) Use the approved Equal Housing Opportunity logo, slogan, or statement in all advertising in conformance with Advertising guidelines for Fair Housing;
- (4) When advertising VA-acquired properties located in predominantly white areas, utilize any available minority media (solely or in addition to other media); and,
- (5) Maintain a nondiscriminatory hiring policy in affirmatively recruiting from both minority and majority groups for staff.

f. Non-compliance by the broker or any employee of his or her organization with the laws, executive orders, or regulations, against discrimination in the sale or rental of any property, or with this certification will be proper basis for barring the undersigned from participation in the program of selling, renting, or managing HUD or VA owned properties. I also understand that such determination of debarment by either HUD or VA shall be honored by both.

PURCHASER(S) CERTIFICATIONS

13. I offer to purchase the property herein described at the price and terms shown on the reverse, subject to all the applicable conditions of this Contract of Sale shown above and on the reverse which I have read and which constitute part of my offer. I understand this property is subject to prior sale, change of price or withdrawal from the market, and to approval and acceptance by the Department of Veterans Affairs Service Provider.

14. Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, otherwise make unavailable or deny the dwelling or property covered by this offer to purchase to any person because of race, color, religion, sex, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, familial status, or national origin is illegal and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

**Radon Gas and Mold Notice
And Release Agreement**

U.S. Department of Veterans Affairs

Property ID #: _____
Property address: _____
Ocwen #: 8000530074
VA #: _____
Address: 5022 E. GILBERT COURT, WICHITA, KS 67218
City: WICHITA
State: KS
Zip: 67218

**PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT
RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE
SERIOUS HEALTH PROBLEMS.**

Purchaser acknowledges and accepts that the VA-owned property described above (the "Property") is being offered for sale "AS IS" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Veterans Affairs, his/her officers, employees, agents, successors and assigns (the "Seller") and Ocwen Loan Servicing LLC, an independent management and marketing contractor to the Seller, its officers, employees, agents, successors and assigns (the "Agent") have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or Agent or otherwise made available to Purchaser by the Seller or Agent.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Agent as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or Agent's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified to advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING.** Purchasers are hereby notified and agree that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, Agent, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or Agent resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser are choosing, and hereby acknowledge reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

Dated this ____ day of ____, 20____.

ATTEST:

Purchaser's Signature

CARL BREWER, MAYOR CITY OF WICHITA, KS
Purchaser's Printed Name

Purchaser's Signature

KAREN SUBLETT, CITY CLERK CITY
Purchaser's Printed Name of WICHITA, KS

APPROVED BY LAW:

GARY REBENSTORF, DIRECTOR OF LAW, CITY OF WICHITA, KS



GENERAL INFORMATION

1A. DATE OF OFFER TO PURCHASE AND CONTRACT OF SALE (VA Form 26-6705)

11-20-2007

1B. VA PROPERTY IDENTIFIER

8000 536074

1C. PROPERTY ADDRESS

5022 E. Gilbert Court, Wichita, KS 67218

SECTION V - "VA VENDEE FINANCING" ACKNOWLEDGEMENT

Purchaser(s) have been made aware that VA VENDEE FINANCING is offered by the Department of Veterans Affairs on certain assets, as disclosed on the Ocwen website (www.ocwen.com). On assets offering VA VENDEE FINANCING, Purchaser(s) hereby acknowledge receipt of the VA VENDEE FINANCING BROCHURE that describes the benefits of VA VENDEE FINANCING. Unless VA VENDEE FINANCING is applied for, Purchaser(s) further acknowledge that all of their questions have been answered about VA VENDEE FINANCING, and decline the opportunity to apply for the aforementioned financing.

SECTION VI - "VA VENDEE FINANCING APPLICATION FEE" ACCEPTANCE

Item Seven (7) of SECTION IV - CONDITIONS OF SALE is amended to read: Purchasers who apply, but do not qualify for a VA VENDEE (VA / Seller) loan agree that the Vendee Loan Application fee of \$350.00 will not be refunded.

SECTION VII - "VA VENDEE FINANCING TIMETABLE" ACCEPTANCE

Due to regulatory requirements, the purchaser understands that they are required to complete the vendee loan package within forty-eight (48) hours of the acceptance of their offer to purchase as recorded at the bottom of VA Form 26-6705. In addition, a Vendee Loan Package with original signatures, including checklist, must be sent overnight within twenty-four (24) hours of Purchaser's signature on "Credit Statement of Prospective Purchaser" Form 26-6705d to Ocwen, Attn: VA Vendee Financing / Processing Manager, 12650 Ingenuity Drive, Orlando, FL 32826. A faxed copy of completed checklist and all documents must be sent the day of signature to accelerate loan processing to 407-737-5754.

SECTION VIII - "PURCHASER(S) CERTIFICATIONS"

I offer to purchase the property herein described at the price and the terms shown on the reverse, subject to all the applicable conditions of this Contract of Sale, which I have read and which constitute part of my offer. I understand this property is subject to prior sale, change of price or withdrawal from the market, and to approval and acceptance by the Department of Veterans Affairs. I have examined this property and agree to accept same in its present "as is" condition, and further agree that VA makes no warranties, expressed or implied, with the respect thereto. It is understood and agreed that acceptance of this offer by VA can be evidenced only by the delivery to me / us or my / our sales broker of a copy hereof, executed by a duly authorized officer of VA.

SECTION IX - "CLOSING COSTS" ACCEPTANCE

The property described above is being sold to Purchaser(s) in accordance with the terms provided in VA Form 26-6705, Offer to Purchase and Contract of Sale. Pursuant to Section IV (9)(c) of the Offer to Purchase and Contract of Sale, Purchaser(s) agrees to pay for certain costs associated with the closing and transfer of the property, including, but not limited to, examination of title or continuation of policies as he / she may require, documentary stamps on the deed of conveyance by the Seller and on all other closing instruments, recording taxes, recording fees, and any other expenses incidental to the closing. Purchaser(s) agrees that expenses incidental to closing includes, but is not limited to, reasonable and customary fees for mail delivery, wire transaction charges, Seller representation at closing, and document preparation.

SECTION X - SEVERABILITY

If any provisions of this Addendum shall be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Addendum or the Sales Contract.

SECTION XI - NON SPECIFIC PERFORMANCE

As material consideration to Seller entering into this Agreement with Purchaser(s), Purchaser(s) expressly waives the (a) remedy of specific performance on account of Seller's default under this Agreement; and, (b) any right otherwise to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of this Property.

SECTION XII - LIQUIDATED DAMAGES

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF PURCHASER(S) HAS NOT TERMINATED THIS AGREEMENT AND IF THE SALE OF THE PROPERTY TO PURCHASER(S) HAS NOT BEEN CONSUMMATED FOR ANY REASON OTHER THAN SELLER'S DEFAULT UNDER THE AGREEMENT, SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF PURCHASER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT SELLER'S RIGHT AND PURCHASER'S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. NOTWITHSTANDING THE FOREGOING, IF PURCHASER(S) INTERFERES WITH OR MAKES ANY ATTEMPT TO INTERFERE WITH SELLER RECEIVING OR RETAINING, AS THE CASE MAY BE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION, INCLUDING WITHOUT LIMITATION, GIVING ANY NOTICE OR INSTRUCTIONS TO ESCROW HOLDER NOT TO DELIVER THE DEPOSIT TO SELLER, SELLER SHALL HAVE THE RIGHT TO ELECT TO RECOVER THE GREATER OF ITS ACTUAL DAMAGES OR THE LIQUIDATED DAMAGES BY GIVING WRITTEN NOTICE TO PURCHASER AND SELLER SHALL HAVE ALL OTHER RIGHTS AND REMEDIES AGAINST PURCHASER PROVIDED AT LAW AND IN EQUITY, AND SELLER SHALL HAVE THE RIGHT TO REQUIRE THAT PURCHASER SPECIFICALLY PERFORM PURCHASER'S OBLIGATIONS UNDER THIS AGREEMENT. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SECTION XIII - NO CONTESTING LIQUIDATED DAMAGES

As material consideration to each party's agreement to the liquidated damages provisions stated above, each party hereby agrees to waive any and all rights whatsoever, to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time this Agreement was made.

SECTION XIV - PURCHASER(S) ACKNOWLEDGEMENT (All Purchasers must sign.)

I / We have read and accept the conditions of all Sections of this Addendum to my / our offer to purchase and further acknowledge receiving a copy. CARL BREWER, MAYOR CITY OF WICHITA, KS ATTEST: KAREN SUBLETT, CITY CLERK CITY OF WICHITA, KS

Signature of Purchaser

Date

Signature of Purchaser

Date

SECTION XV - TO BE COMPLETED BY LISTING BROKER

Listing Broker:

ComEx Floyd S. Pitts

Address:

949 S. Glendale #125

Wichita, KS 67218

Listing Agent:

Floyd S. Pitts

Signature:

Floyd S. Pitts

Listing Bonus

\$

Ø

APPROVED BY LAW:

GARY REBENSTORF, DIRECTOR OF LAW CITY OF WICHITA, KS

**NOTICE OF POSSIBLE LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

1. DATE PREPARED 11/1/07	2. PAGE NO. PAGE 1 OF 1 PAGES	3. PROPERTY IDENTIFIER 8000530074
4. PROPERTY ADDRESS (Include No., Street or Rural Route, City or P.O., State and Zip Code) 5022 E Gilbert Ct, Wichita, KS 67218		

5. DISCLOSURES AND CERTIFICATIONS**A. LEAD WARNING STATEMENT**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection is recommended prior to purchase.

B. SELLER'S
needed for B1 or B3)

(Initial Items B1 or B2 and B3 or B4, you may attach additional sheets if

1. _____ The following known lead-based paint and/or lead-based paint hazards are present in the housing:

OR

2. ☒ VA has no knowledge of lead-based paint hazards in the housing.

AND

3. ☐ VA has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing; i.e. the following:

OR

4. ☒ VA has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**C. PURCHASER'S ACKNOWLEDGEMENT** (The purchaser(s) must initial item C1 or C2)

The purchaser(s) of the property identified in Item 4 above acknowledge(s) the he/she/they has/have received all of the information listed above and the lead hazard information pamphlet "Protect Your Family From Lead In Your Home," EPA 747-K-94-001, and certify that:

1. _____ He/she/they has/have received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (unless the parties mutually agreed to a different period of time), before becoming obligated under the contract to purchase the housing. The 10-day period expired _____.

2. ☒ He/she/they has/have been informed of the 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and choose to waive it.**D. AGENT'S**

(Initial and complete Items 8A and 8B below)

FSP/4SP

I am aware of my duty under 42 U.S.C. 4852d to ensure compliance with the requirements of Title X.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

6A. SIGNATURE OF PURCHASER	6B. DATE SIGNED 11-6-2007	7A. SIGNATURE OF CO-PURCHASER ATTEST:	7B. DATE SIGNED
8A. SIGNATURE OF REAL ESTATE AGENT <i>Floyd S. Butts</i>	8B. DATE SIGNED 11-6-2007	9A. SIGNATURE OF REAL ESTATE BROKER OR BROKER'S AUTHORIZED REPRESENTATIVE <i>Floyd S. Butts</i>	9B. DATE SIGNED 11-6-2007
10A. SIGNATURE OF SECRETARY OF VETERANS AFFAIRS OR DESIGNEE		10B. DATE SIGNED	

5022 East Gilbert Court



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Public Exigency - Emergency Sanitary Sewer Repairs (District III)

INITIATED BY: Wichita Water Utilities Department

AGENDA: Consent

Recommendation: Approve the emergency sewer line repairs at 2813 East Dunham.

Background: Sewer Maintenance crews have discovered a 36-inch sanitary sewer main that is deteriorated to the point of collapse. This particular main parallels another 36-inch main and both mains should be able to carry equal capacity. Currently, the entire flow is being carried by only one of the mains and that pipe is at full capacity. This creates a potential health and safety issue when the remaining pipe fails to carry the extra volume for any reason. The site is located just east of Sewage Treatment Plant #1 and is in an area where several large diameter pipes converge. The City Manager approved proceeding with informal bids on an emergency basis.

Analysis: Due to the size and depth of the sewer main, it is necessary to hire an outside contractor. Specialized equipment will also be required. Staff contacted seven (7) sewer main contractors for informal bids and received four responses.

Financial Considerations: The lowest bid was received from W.B. Carter Construction in the amount of \$24,546. Funds are available in CIP S-4, Reconstruction of Old Sanitary Sewers. The project will be funded from future sewer revenue bonds and/or Sewer Utility cash reserves.

Goal Impact: This project addresses the goal of ensuring efficient infrastructure by providing reliable sewer service to the Sewer Utility customers.

Legal Considerations: City Ordinance 2.64.020, "Public Exigency," authorizes the City Manager to approve work to be performed by a contractor without formal bidding.

Recommendations/Actions: It is recommended that City Council affirm the City Manager's Public Exigency approval of the project.

Attachments: Map of 2813 East Dunham.

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: Surplus of Vacant Parcel at Kellogg & Edgemoor (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Declare the property surplus.

Background: The property under consideration includes three, continuous vacant lots at 532-544 South Edgemoor. These properties were originally improved with residences when they were acquired as part of the Kellogg and Edgemoor road project. The improvements were razed and the sites were used for staging during construction. Now that the project is complete at Edgemoor, the lots are available.

Analysis: All City departments have been notified and have shown no interest in the property.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will support a dynamic core area and vibrant neighborhood.

Legal Considerations: None

Recommendation/Action: Declare the property as surplus and designate it as available for sale to the general public.

Attachments: Aerial

Edgemoor



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Powered By: GeoSmart.net

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: Sale of 1137 North Broadway (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The City owns the Comley house located at 1137 North Broadway and an adjacent vacant lot, each about 10,500 square feet. The two and a half story house was built in 1900 with 3,941 square feet of living space. Both the house and the former carriage garage had been converted into numerous apartments that served as a half-way home for adults. The house is zoned Multi Family-29 and the vacant lot, Limited Commercial. In May 2006, the City concluded the designation process to protect the Comley house and the house was placed on the national, state and local registers. Following the designations, the property was available for sale through the City's internet listing web page and local real estate agent's were provided with information as to its availability.

Analysis: Numerous parties have expressed interest in the property, however, the contingency free offer of \$50,000 is the most advantageous received to date. It was submitted by a local buyer. The property will require extensive rehabilitation and will be in accordance with the Secretary of the Interior's Standards for Rehabilitation. The buyer has indicated that he intends to rehabilitate the property for the purpose of tourism and build a comfortable, separate structure on the vacant lot. The new building will be used for retail purposes and primarily for the sale of antiques.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will support a dynamic core area and vibrant neighborhood.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council approve the Real Estate Purchase Contracts and authorize all necessary signatures.

Attachments: Real estate agreement and aerial

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of October, 2007, by and between the City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Seller," and Florence M. Johnson Revocable Trust dated October 17, 1991, heirs and assigns, hereinafter referred to as "Buyer."

Witnesseth: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a quit claim deed the real property described real property to-wit:

Lots 225, 227, 229, 231, 233 and 235 Lawrence Ave. Hyde & Ferrell's Addition.
Tax key numbers A 01586 and A 01587
Commonly known as 1137 North Broadway, Wichita, Sedgwick County, Kansas.

2. The Buyer hereby agrees to purchase, and pay the Seller, as consideration for the conveyance to Buyer of the above-described real property, the sum of Fifty Thousand Dollars and no/100 (\$50,000.00) to wit: cash at closing.

3. The Seller agrees to sell and convey to the Buyer a merchantable title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, and further subject to encroachments and other similar matters disclosed by a survey to be provided by the Buyer, at Buyers expense, prior to closing. Seller further agrees to forthwith furnish to the buyer a title insurance company's commitment to insure the above-described real property, showing a merchantable title vested in the Seller's name. It is understood and agreed that the Seller shall have a reasonable time after said title evidence has been examined in which to correct any defects in title.

4. The costs of title insurance and closing shall be 100% by Seller and 0% by Buyer. Any rents, taxes and assessments shall be prorated as of the date of closing. Taxes shall be prorated for calendar year on the basis of taxes levied for prior year.

5. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted. Some items have been removed from the property and are stored elsewhere. These include but are not limited to:

- two (2) large pier mirrors
- one (1) large bookcase from library
- one (1) stained glass window
- some fretwork from door openings.

These will be returned to the property by the Seller on the closing date.

6. Buyer hereby agrees; Buyer is accepting the subject property on an "AS-IS" basis and in "AS-IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller.

7. Buyer further agrees that Buyer had been informed the subject property is registered on the National, State and Local Historic Registries and that renovations will be made in compliance of governmental regulations currently in place.

8. Seller shall deliver possession of the said real property to Buyer at closing.

9. The parties covenant and agree that, except for the closing and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

10. Time is of the essence in the interpretation and enforcement of this Contract, and it shall be consummated and closed on or before November 30, 2007.

11. The Sellers make no warranty or guarantee as to the suitability of the real property proposed for sale for the intended use of the Buyer. Therefore, the Buyer covenants and agrees that the Buyer at the Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:

- A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
- B. The presence or absence of any contamination by any hazardous substance;
- C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefor;
- D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
- E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
- F. The nature and extend of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

12. The real property proposed for sale is currently vacant. Buyer intends to redevelop the property for use as a Living Museum and the adjacent property into an office use compatible with the Comley House design. If the Buyer fails to initiate development of the property for said uses within twelve (12) months of the date of closing, the Seller shall have the

right, at its sole discretion, to purchase the real property at the same price for which the Seller sells said property pursuant to this Contract.

13. Buyer and Seller hereby agree that all rehabilitation work done to the exterior and interior of the house and carriage house is required to be approved by the Wichita Historic Preservation Office or the Kansas State Historic Preservation Office in compliance with the Secretary of Interior's Standards for Rehabilitation.

14. If the property shall fall into a state of disrepair after the completion of the renovation, Seller shall have the right but not the responsibility, to repurchase the property at its then current fair market value as determined by the County appraiser for tax purposes.

15. The Buyer also covenants and agrees that the Buyer, his agents, successors and assigns shall restrict any future use of the property as described above for the following uses:

- A. Adult Book and Video Stores
- B. Community Correctional Facilities
- C. Half-way Houses
- D. Drug or Alcohol Rehabilitation Facilities
- E. New or used Car Lots
- F. Multi-game, Casino-style Gambling Facilities
- G. Commercial Billboard Siting Accepting the Existing Structure

16. The covenants and agreements contained in Paragraphs 11-15 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

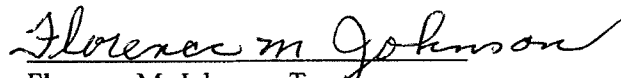
17. Buyer shall present details of the future use of the site to the Seller for Seller's approval prior to closing. Seller shall have the right to approve the user, renovation plans, landscaping and other items as deemed important. If Seller does not approve of the details as presented, Buyer shall have the right to modify the proposal. If an agreement cannot be reached as to the acceptability of the proposal, this contract shall be null and void, with Buyer and Seller relieved of all liability hereunder and Buyer's deposit returned to Buyer.

18. Upon closing of title, all promises, statements and obligations merge in the deed except as herein defined, and thereafter Buyer will be deemed to have waived all claims and causes of action against the Seller, his agents or assigns.

19. Closing to be held at First American Title, 434 N. Main, Wichita, Kansas with Seller to pay for 100% the fees charged by closing agent for performing said closing service.

IN WITNESS WHEREOF, the parties have executed this agreement the date and year first above written.

BUYER:


Florence M. Johnson, Trustee

SELLER:
CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

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**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council Members

SUBJECT: Surplus of Vacant Parcels along Hillside at 1st and 2nd. (District I & II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Declare the property surplus.

Background: The properties under consideration are two remnant lots from the Hillside, Kellogg to Central road project. More specifically, the lots are located at the northwest corner of Hillside and 1st Street and the southeast corner of Hillside and Chatfield. The 1st and Hillside parcel has a remnant of approximately 5,000 square feet. The Hillside and Chatfield parcel is approximately 3,000 square feet. The City will retain access control along Hillside from both properties.

Analysis: All City departments have been notified and have shown no interest in the property.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of these properties will support a dynamic core area and vibrant neighborhood.

Legal Considerations: None

Recommendation/Action: Declare the properties as surplus and designate it as available for sale to the general public.

Attachments: Aerial maps

cd Hillside Lots for Surplus



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**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
OCTOBER 2007**

COMMODITY TITLE	EXPIRATION	VENDOR NAME	DEPARTMENT	ORIGINAL	RENEWAL OPTIONS
	DATE			CONTRACT DATES	REMAINING
Fire Alarms Systems Monitoring Service	10/31/2008	Simplex Grinnell LP	Housing Services	11/01/2006 - 10/31/2007	1 - 1 year option
Garments, Employee Embroidered	10/31/2008	Industrial Uniform Company, Inc.	Various	11/01/2004 - 10/31/2005	Annual basis
Grave Site Excavation, Highland and Jamesburg	10/31/2008	SI Funeral Services (formerly Wichita Wilbert Vault)	Parks & Recreation	11/01/2003 - 10/31/2004	Annual basis
Ice Requirements	10/31/2008	Arctic Glacier Inc.	Various	11/01/2006 - 10/31/2007	1 - 1 year option
Pre-Employment Psychological Testing and Assessment Services	10/14/2008	River Park Psychology Consultants, LLC	Police	10/15/2006 - 10/14/2007	2 - 1 year options
Refrigerant	10/31/2007	Washer Specialties Company	Various	11/01/2006 - 10/31/2007	2 - 1 year options
Valve Boxes	10/31/2008	H D Supply Waterworks	Water Utilities	11/07/2006 - 10/31/2007	1 - 1 year option
Welding Gases	10/31/2008	Wichita Welding Supply, Inc.	Various	11/01/2006 - 10/31/2007	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000
PURCHASE ORDERS FOR OCTOBER 2007**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Baughman Co.	PO701065	Engineering Consulting	7,100.00		
Ruggles & Bohm PA	PO701066	Engineering Consulting	3,100.00		
Burns & McDonnell	PO701079	Water Supply, Treatment and Distribution - Engine	24,351.00		
The Austin Peters Group, Inc.	PO701080	Engineering Consulting	4,000.00		
Transsystems Corporation	PO701083	Engineering Consulting	7,600.00		
Schwab-Eaton, P.A.	PO701087	Engineering Consulting	8,280.00		
MKEC Engineering Consultants Inc.	PO701093	Engineering Consulting	6,500.00		
Baughman Co.	PO701094	Engineering Consulting	13,200.00		
Maximus, Inc.	PO701095	Finance/Economics Consulting	9,500.00		
Certified Engineering Division	PO701164	Engineering Consulting	3,000.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR OCTOBER 2007**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

Agenda Item No. 20.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Bond for Superintendent of Waterworks (All Districts)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the bond.

Background: State law under Kansas Statue Annotated (K.S.A.) 13-2402 requires that the Superintendent of Waterworks (Director of Utilities) give a good and sufficient surety bond to the City in the sum of \$5,000 for the faithful performance of duties and for the true and faithful accounting of all funds that may come into his possession by virtue of his or her position.

Analysis: The State law requires the Superintendent shall have charge of the Waterworks and all property connected therewith. The Superintendent of Waterworks (Director of Utilities) shall inspect all parts of the Waterworks and see that they are maintained in good condition for use, and that the employees of the Wichita Water Utilities attend to their respective duties. Further, the Superintendent of Waterworks (Director of Utilities) shall keep in good repair the pumps, hydrants, and all other Waterworks property.

Financial Considerations: The state law requires the Superintendent of Waterworks (Director of Utilities) give a good and sufficient surety bond to the City in the amount of \$5,000 to be approved by City Council. The cost of the surety bond shall be paid out of Wichita Water Utilities revenue. The bond has been purchased in the amount of \$5,000 in compliance with state law.

Legal Considerations: The City Council must approve the \$5,000 surety bond.

Goal Impact: The surety bond is a part of the Internal Perspective goal. The approval of the bond is to ensure the proper financial management and compliance with the state law.

Recommendation/Action: It is recommended that the City Council approve and file the surety bond for the Superintendent of Waterworks (Director of Utilities) in the amount of \$5,000 pursuant to the requirements of K.S.A. 13-2402.

Attachments:
Public Official Bond



PUBLIC OFFICIAL DIVISION

BOND NO. 20BSBEU5335

OFFICIAL BOND

Know All Men By These Presents, That we, David R. Warren
of Wichita in the State of Kansas as Principal, and
the Hartford Fire Insurance Company, a corporation duly organized and existing under
and by virtue of the Laws of the State of Connecticut
and authorized to become sole surety on bonds in the State of Kansas

, as Surety, are held and
firmly bound unto CITY OF WICHITA

in the State of Kansas, in the full and just
sum of Five Thousand Dollars (\$ 5,000)
lawful money of the United States, for payment of which well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 9th day of October A.D. 2007 .

Whereas, the said David R. Warren
has been duly elected or appointed to the office of Appointed Director of Utilities
in and for the City of Wichita
for the term beginning on the 10th day of October, 2007
and ending indefinitely.


Now, Therefore, The Condition of the Above Obligation is Such, that if the above bounden

David R. Warren shall, during the aforesaid term, faithfully and truly perform
all the duties of their office and shall pay over and account for all funds coming into their hands by virtue of


their said office of Director of Utilities
as required by law, then this obligation to be void, otherwise to be and remain in full force and virtue. The Surety shall have the right
to cancel this obligation upon 30 days notice to the Obligee.

In Witness Whereof, the said Principal has hereunto set they hand and seal, and the said
Hartford Fire Insurance Company has caused these presents to be signed by its
officers proper for the purpose the day and year first above written.

David R. Warren


Principal

Hartford Fire Insurance Company
Surety

By: 
Leslie M. Patterson, Attorney-in-Fact

State of
County of

Before me, this day of
personally appeared the said
to me known and known to me to be the individual described in and who executed the foregoing bond, and they acknowledged to me
that they executed the same.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 20 246454

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED**

BARBARA A. THOMPSON, CAROLYN E. WHEELER, LESLIE M. PATTERSON, KELLIE TURNER,
NOVETTA M. ANDERSON OF KNOXVILLE, TENNESSEE

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 9, 2007
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Clarification of Funding Source - Century II Performing Arts & Convention Center

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Change funding source approval from At-Large funding to Transient Guest Tax funding.

Background: On September 11, 2007 the City Council approved a project for Century II improvements.

Analysis: The 2007-2016 Capital Improvement Program (CIP) includes funding for the redecorating, technical improvements and kitchen improvements for Century II. These improvements are funded by the Transient Guest Tax, consistent with the CIP. Previous Council approval was for General Obligation At-Large funding.

Financial Considerations: The 2007-2016 Park Capital Improvement Program (CIP) includes 2007 funds of \$750,000 and 2008 funds of \$750,000 for a total of \$1,500,000 for Century II. The funding source is the Transient Guest Tax. Repayment from the Guest Tax to the project would be made over several years, as funds are available.

Goal Impacts: This project will impact the Quality of Life, Core Area and Neighborhood and Efficient Infrastructure Goal by providing citizens with an aesthetically pleasing facility as well as improved technology. The improvements and renovations will also continue the revitalization of the core area and citizens receive a return on their quality of life investment.

Legal Considerations: None. The Law Department previously approved the Bonding Resolution as to form.

Recommendation/Action: It is recommended that the City Council approve the change from General Obligation At-Large funding to Transient Guest Tax funding for this project.

Attachment: None

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council Members

SUBJECT: 2007-2008 Railroad Crossing Improvement Program (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the project.

Background: The 2007-2016 Capital Improvement Program (CIP) adopted by the City Council includes funding for an ongoing City/Railroad Company partnership to improve the railroad crossings throughout the community. The City contributes an amount equal to \$250 per lineal foot of crossing material at the identified locations. The Railroad Company typically replaces the rail and ballast before installing the new crossing material. The Railroad Company's expenses will be two to four times the amount of the City's contribution. Short-term street closures will be required to accomplish the crossing improvements.

Analysis: Agreement has been reached to improve the crossings at the following locations:

Oklahoma, Kansas, Texas Railroad (OKT)	Eastbound Kellogg Frontage Road, west of Meridian Westbound Kellogg Frontage Road, west of Meridian West Street, south of Pawnee Pawnee, east of West Street Dodge, north of Orient Boulevard McLean, north of Walker
Union Pacific Railroad (UPRR)	45 th Street North, east of Rock Road
Burlington Northern Santa Fe Railroad (BNSF)	Washington, north of Zimmerly 29 th Street North, east of Broadway Pawnee, west of Southeast Boulevard Harry, west of Southeast Boulevard Lincoln at Mosley Lincoln, west of Mosley 26 th Street, east of Mead
Wichita Terminal Association (WTA)	29 th St. North at St. Francis

Financial Considerations: The CIP budget is \$150,000 per year for a total of \$300,000 for years 2007/2008. The funding source is General Obligation Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving the traffic capacity and safety along a major transportation corridor.

Legal Considerations: The Law Department has approved the authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the Ordinance and authorize the necessary signatures.

Attachments: Map, CIP Sheet and Ordinance.

First Published in the Wichita Eagle

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE RAILROAD CROSSINGS AT HARRY, WEST OF SOUTHEAST BOULEVARD; 29TH, EAST OF BROADWAY; KELLOGG FRONTAGE ROAD BETWEEN MERIDIAN AND EDWARDS; WEST STREET, SOUTH OF PAWNEE; 45TH, EAST OF ROCK ROAD; 29TH, WEST OF ST. FRANCIS; PAWNEE, WEST OF SOUTHEAST BOULEVARD; WASHINGTON, NORTH OF ZIMMERLY; LINCOLN, AT MOSLEY; LINCOLN, WEST OF MOSLEY; 26TH, EAST OF MEAD; DODGE, NORTH OF ORIENT BOULEVARD; MCLEAN, NORTH OF WATER; PAWNEE, EAST OF WEST STREET 472-84629 (2007-2008 RAILROAD CROSSING IMPROVEMENT PROGRAM) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **the railroad crossings at Harry, west of Southeast Boulevard; 29th, east of Broadway; Kellogg Frontage Road between Meridian and Edwards; West Street, south of Pawnee; 45th, east of Rock Road; 29th, west of St. Francis; Pawnee, west of Southeast Boulevard; Washington, north of Zimmerly; Lincoln, at Mosley; Lincoln, west of Mosley; 26th, east of Mead; Dodge, north of Orient Boulevard; McLean, north of Water; Pawnee, east of West Street 472-84629 (2007-2008 Railroad Crossing Improvement Program)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **the railroad crossings at Harry, west of Southeast Boulevard; 29th, east of Broadway; Kellogg Frontage Road between Meridian and Edwards; West Street, south of Pawnee; 45th, east of Rock Road; 29th, west of St. Francis; Pawnee, west of Southeast Boulevard; Washington, north of Zimmerly; Lincoln, at Mosley; Lincoln, west of Mosley; 26th, east of Mead; Dodge, north of Orient Boulevard; McLean, north of Water; Pawnee, east of West Street 472-84629 (2007-2008 Railroad Crossing Improvement Program)** as a main trafficways in the following particulars:

The improvement of railroad crossings as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be \$300,000 exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this
_____ day of _____, 2007.

CARL BREWER, MAYOR

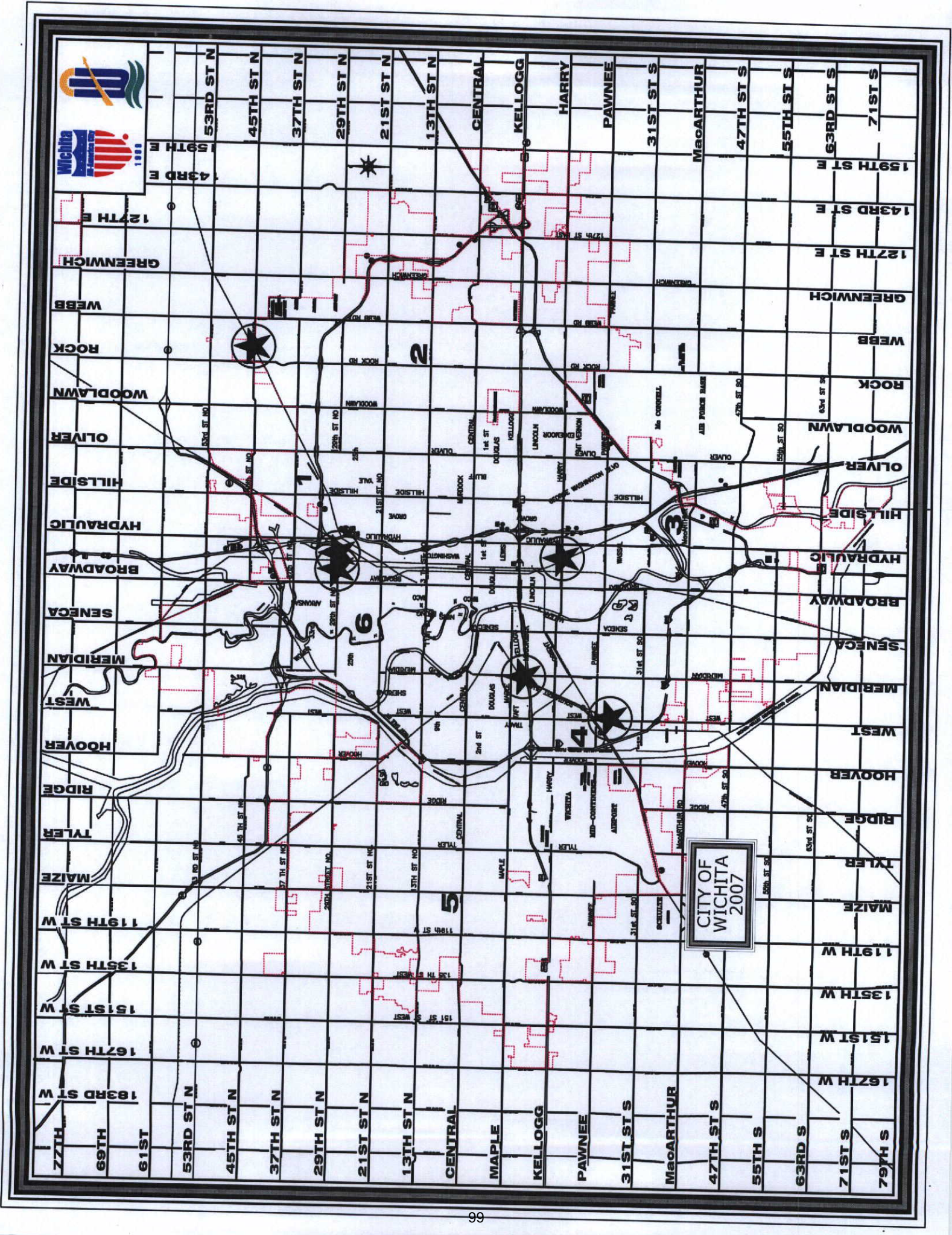
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW



CITY OF WICHITA
2007

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works		2. Initiating Division Eng		3. Date 10/31/2007		4. Project Description & Location 2007/2008 Railroad Crossing Program	
5. CIP Project Number MS-		6. Accounting Number		7. CIP Project Date (Year) 2007		8. Approved by WCC Date	
9. Estimated Start Date		10. Estimated Completion Date		11. Project Revised			
As Required		As Required					
12. Project Cost Estimate							
ITEM	GO	SA	KDOT	TOTAL		12A.	
Right of Way						Yes	No
Paving, grading & const.							
Bridge & Culverts							
Drainage							
Sanitary Sewer							
Sidewalk							
Water							
Railroad	\$300,000				\$300,000		
Totals	\$300,000				\$300,000		
Total CIP Amount Budgeted							472-84629
Total Prelim. Estimate							
13. Recommendation: Approve the Project and place the Ordinance on 1st Reading							

Platting Required	
Lot Split	
Petition	
Ordered by WCC	X

Remarks:

City Manager

Budget Officer

Department Head

Division Head

[Signature]
11-1-07

[Signature]
11/01/07

[Signature]
for WCC removal
11/01/07

Date

Date

Date

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: Wichita Community Foundation Grant Project

INITIATED BY: Human Resources

AGENDA: Consent

Recommendation: Approve City participation in Wichita Community Foundation Grant project and authorize necessary MOU signatures.

Background: The Career Development Office (CDO) has been working with a number of Community not-for-profit organizations to form the Wichita Women's Assistance Network (WWAN). The mission of WWAN is to increase access and enhance service delivery to disadvantaged women, with or without children, who are experiencing obstacles in completing the education or vocational training necessary to achieve self-sufficiency and independence. WWAN has proposed a pilot project, to be funded by a grant made available by a donor through the Wichita Community Foundation (WCF), which will improve the quality of service delivery to area women confronting these disadvantages. A recommendation to authorize the City's participation in this grant project is being brought before the City Council.

Analysis: Lead WWAN agencies, including Catholic Charities, Inc., Dress for Success, Episcopal Social Services and the CDO, acting as the organization's fiscal agent, will administer this 18-month grant project. The demonstration project will establish a coordinated network of governmental and non-governmental providers of supportive services and direct financial assistance to single women who are engaged in activities of an educational or vocational nature that will enable them to become economically self-sufficient and independent.

All services and funds provided through the Grant will address financial needs beyond the scope of tuition and book costs. The projected 35 grant participants will receive a comprehensive initial assessment and individual case management designed to maximize access to counseling, community resources, and disbursement of direct financial assistance. Direct payment of supportive expenses, such as childcare, transportation, supplies and equipment for job training or placement, career counseling, and individual tutoring services will directly relate to participants completing their education or training. No grant funds may be used for scholarship assistance but help in locating scholarships and completing applications will be made available through each participant's case manager.

Reimbursement of grant expenses will be provided to WWAN agencies through submission of invoices to the CDO. The operational structure and service delivery process of the WWAN will be developed during the first four months of the demonstration period and codified through Memoranda of Understanding (MOU).

Financial Considerations: The \$138,132 grant budget will include a ten percent fee payable to the City for fiscal agent activities. City participation in grant activities will not obligate general fund monies.

Goal Impact: The City's participation in WWAN and the pilot project will promote economic vitality and affordable living by providing services to promote economic self-sufficiency and independence.

Legal Considerations: The Department of Law has reviewed the grant document and will review as to form all MOU prior to signature.

Recommendation/Action: It is recommended that the City Council approve the City's participation in the Wichita Community Foundation Grant project and authorize the necessary MOU signatures.

Attachments: Grant document

WICHITA COMMUNITY FOUNDATION
200 W. Douglas, Suite 250
Wichita, KS 67202

CONDITIONS OF GRANT

Title of Project: Wichita Women's Assistance Network

Purpose of Project: Pilot project will establish a coordinated network of governmental and non-governmental providers of supportive services and direct financial assistance to young, single women, with or without children, who are engaged in activities of an educational or vocational nature that will enable them to become economically self-sufficient and independent.

Applicant Agencies: Lead agencies for the pilot project are Catholic Charities, Inc., Episcopal Social Services and Dress for Success, with the City of Wichita Career Development Office serving as fiscal agent.

Period of Grant: - Eighteen (18) months commencing on December 1, 2007, ending May 31, 2009.

Total Amount of Grant Approved: \$138,132.00 (WCF Community Venture Grant and Poor Foundation funds).

Project Director (name and contact information): Joyce Stockham, City of Wichita, Career Development Director

Check(s) to be made payable to: City of Wichita, Career Development Office, 444 E. William, Wichita, KS 67202

To induce the Wichita Community Foundation (WCF) to make the grant described above, the grantees accept and agree to comply with the following conditions:

1. Purpose. The grant funds shall be used exclusively for the purposes specified in the grantees' proposed budget entitled "Wichita Women's Assistance Network: Project Budget" (attached), and hereinafter referred to as the "grant budget document". In the event that all or a portion of the funds are not used for the grant purposes within the time specified in the grant document or within any approved extension of said time period, remaining funds in grantees' possession or control shall be returned to WCF and, if any funds have not been paid to grantees, such undistributed grant funds shall not be paid to grantees by WCF.

2. Administration/Legal Relationship. The grantees will directly administer the project or program being supported by the grant and agree that no grant funds shall be disbursed to any organization or entity, whether or not formed by the grantees, other than as specifically set forth in the grant document. These conditions shall not grant WCF any administrative control over grantees or their operations. WCF and the grantees agree that the grant to the grantees does not create a principal-agent relationship of any type between the parties and that the grantees will not, by act of omission or commission, foster any belief on the part of third parties that such relationship exists.

3. Use of Grant Funds. No part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation (within the meaning of Section 501(c)(3) of the Internal Revenue Code). No part of the grant shall be used to participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office. No part of the grant shall be used except for purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code.

4. Budget. In approving the grant request, WCF is relying upon income and expenditures occurring substantially as outlined in the budget. In the event of one or more material differences or changes (in total or in a line item) either in actual income or expenditures or in projected or budgeted income or expenditures related to this project, WCF reserves the right to take such actions as it deems necessary to preserve the original objects of its funding of the project (including without limitation, restricting WCF monies to payment

of certain items only and/or reducing support consistent with the material change(s) or, if other means cannot accomplish preservation of the original objects, to terminate the grant as provided in paragraph 10.) In general, WCF will not consider a change of ten percent (10%) or less in the total income or expenditures or in a line item as material; provided, however, that no change in compensation or benefits to employees shall be permitted without approval of WCF.

5. Accounting and Audit. A systematic record on a fund-accounting basis shall be kept by the grantees' fiscal agent of the receipt and disbursement of funds and expenditures incurred under the terms of the grant, and the substantiating documents such as bills, invoices, canceled checks, receipts, etc. shall be retained in the grantee's files for a period of not less than four years after expiration of the grant period. The grantees' fiscal agent agrees to promptly furnish WCF with copies of such documents upon their request. The grantees' fiscal agent agrees to make its books and records related to the project available to WCF at reasonable times upon written request. WCF, at its expense, may audit or have audited the books and records of the grantees' fiscal agent insofar as they relate to the disposition of the funds granted by WCF, and the grantees and their fiscal agent shall provide all necessary assistance in connection therewith.

For each fiscal period ending with or within the term of the grant, grantee organizations will mail to WCF a copy of its regularly prepared certified audit, including a copy of any management letter, as soon as the audit is available. Provided, that grantees may request an extension of time of no longer than 60 days to provide the audit, which request shall be filed on forms provided by WCF and considered in the sound discretion of WCF. If the audit is not provided within 270 days of the end of the fiscal period, WCF may, without other cause, terminate this grant as provided in paragraph 10. The conclusion of the grant period does not relieve grantees from the duty of providing an audit otherwise due under this Condition. In addition to specific remedies set forth in this document, WCF reserves all other legal remedies to secure any audit required to be provided by grantees.

6. Reports. Narrative and financial reports shall be furnished by the grantees to WCF for each three month period of the grant and upon expiration or termination of the grant. Such reports shall be furnished to WCF within a reasonable period of time after the close of the period for which such reports are made (which period shall in no event exceed 30 days). The narrative report shall include a report on the use of the funds in compliance with the term of the grant, the progress made by the grantees toward achieving the grant purposes, any problems or obstacles encountered in the effort to achieve the grant purposes, and evaluation measures implemented as relevant to specific phases of the grant.

The financial report should be in the same format as the budget described in paragraph 4 and should show income for the project in that format, the amount budgeted for each line item, the amount expended against each line item as of the date of the report and the resulting balance remaining in each line. Totals should be shown for each of the three columns. If a grant extends for a period involving two or more grant years, the reports should be shown on a separate grant year basis and cumulative basis. If an encumbrance system is used, encumbrances should be shown in a separate column from cash expenditures. WCF may specify a different financial report format if it deems necessary and shall cooperate with grantees' fiscal agent to avoid undue burdens in developing data for that format. WCF reserves the right to require financial statements from grantees' fiscal agent as an entity on a quarterly basis.

WCF may, at its expense, conduct an evaluation of operations under the grant, which may include visits by representatives of WCF or funding partners to observe the grantees' programs, procedures, and operations and to discuss the program with the grantees' personnel. Grantees agree to make available, upon reasonable notice and during regular business hours, personnel (including members of its governing body) for any discussion with WCF personnel, which WCF determines in good faith is necessary to determine compliance with these conditions or progress toward goals of the project.

7. WCF Use of Data, Copyrights. WCF and its funding partner, the Poor Foundation, shall retain a nonexclusive, irrevocable, royalty-free license to use and to license others to use any and all data collected in connection with the grant in any and all forms in which said data are fixed. All copyright interests produced as a result of this grant are owned by grantee. WCF and its funding partner, the Poor Foundation, however, retain

a royalty-free, nonexclusive and irrevocable license to reproduce, publish, alter, or otherwise use and to authorize others to use any such materials for WCF purposes.

8. Public Reporting; Information Sharing. WCF will report this grant in any governmental report requesting this information and may report information concerning the grant (and its operation, goals and status) and grantees' performance to other grant making agencies and cooperatives. Grantees shall send to WCF copies of all papers and other informational materials which it produces that are related to the project supported by WCF.

9. Grantee Tax Status. The grantees represent that they are a nonprofit, tax-exempt organization as defined in Section 501(c)(3) of the Internal Revenue Code and are not a private foundation as defined in Section 509(a) of the Internal Revenue Code. The grantees shall immediately give written notice to WCF if one or more of the grantees ceases to be exempt from Federal income tax under Section 501(c)(3) or their status as not a private foundation under Section 501(a) is materially changed. It is expressly agreed that any change in the grantees tax status or any use by the grantees of the grant proceeds for any purpose other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code will terminate the obligation of WCF to make further payments under the grant.

10. Grant Reversion and Termination. If the grant is intended to support a specific project or to provide support for a specific period of time, any portion of the grant unexpended at the completion of the project or at the end of the time period and any authorized extension thereof shall be returned to WCF within fifteen (15) days unless WCF authorizes the use of said funds as carryover for continuation of the specific project.

WCF, in consultation with its funding partner, the Poor Foundation, may terminate the grant at any time if (i) one or more of the grantees cease to be exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code; (ii) one or more of the grantees status as not a private foundation under Section 509(a) of the Internal Revenue Code is materially altered; (iii) in WCF's judgment, the grantees becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of accomplishing the purposes of the grant, or fails to comply with any of the conditions hereof; or (iv) the collaborative network of grantees is dissolved, fails to operate or violates the purpose for which funds are granted due to misuse or misapplication of funds. The right to terminate includes the right to suspend payment.

If the grant is terminated prior to the scheduled completion date, the grantees' fiscal agent shall, upon request by WCF, provide to WCF a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. The grantees shall direct their fiscal agent to repay, within thirty (30) days after written request by WCF, all grant funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time after the effective date of termination. Nothing contained in this paragraph shall limit or prevent WCF from taking legal action to get repayment of funds already expended by grantees which were not applied in accordance with these grant conditions.

11. Limitation; Changes. It is expressly understood that WCF, by making this grant, has no obligation to provide other or additional support to the grantees for purposes of this project or any other purposes. Any changes, additions, or deletions to the conditions of the grant must be made in writing only and must be jointly approved by WCF and grantees.

12. Nondiscrimination Assurance. Grantees agree that in providing services under the project, persons will be provided service without regard to race, color, creed, national origin, age (except in instances when age is a stated condition of admission to the program and is so disclosed in the grant documents), disability, gender, or sexual orientation.

13. Project Initiation. Grantees and WCF agree that implementation of the project will begin on December 1, 2007. If some unforeseen circumstance delays the project's implementation, WCF should be notified immediately. WCF will, upon reasonable request, delay the start-up date as long as six months if the grantees indicate that they desire to continue to work toward implementation. Any such delay automatically delays the

payment schedule by a like time. If, however, start-up is not achieved within six months after the initial start-up date, the grant will be treated as automatically terminated unless WCF is petitioned for a further delay and WCF acts, in its sole and complete discretion, to permit a further delay.

14. Hold Harmless/Indemnification. Grantees agree to indemnify and hold harmless WCF and its officers, trustees and agents against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorneys' fees and court costs) which may be imposed upon, incurred by, or asserted against the grantees or WCF or any of WCF's officers, trustees or agents relating to the project funded by the grant or results of that project. In case any proceeding is brought against WCF or any of WCF's officers, trustees or agents by reason of any such claim, grantees, upon written notice from WCF, shall at grantees' expense, resist or defend such action or proceeding by counsel approved by WCF in writing.

15. Special Conditions. Grantees agree to implement a Wichita Women's Assistance Network (Demonstration Project) in Wichita, Kansas within the following project scope:

- Grantees and all agencies participating in the grant project agree that all services and funds provided through the Wichita Women's Assistance Network (WWAN) will address financial needs beyond the scope of tuition and book costs.
- Grantees and participating agencies will develop a common assessment tool which will be utilized for all incoming participants to determine ability and needs.
- Results of these common assessments will be provided to each project client through assignment of an agency case worker.
- Recognizing the unique needs of each client, case management will maximize access to individual counseling, community resources and disbursement of direct financial assistance within the scope of WWAN's resources.
- Direct payment for expenses such as child care, rent, transportation, household utilities, medical, dental and optometry expenses, clothing, supplies and equipment for job training or placement, mental health services, career counseling, and individual tutoring services through the WWAN project will directly relate to women completing their education or training.
- No scholarship assistance will be available through the WWAN grant project, but help in locating scholarships and completing applications will be made possible through each participant's case manager.
- During the demonstration period, no less than 30 and no more than 35 women will receive WWAN services.
- During the demonstration period, grantees agree to increase access to eligible women in the community through a one time, point of entry system developed and mutually agreed to by WWAN agencies.
- During the demonstration period, grantees agree to increase the number of services available to participants by increasing, as needed, agency members in the WWAN coalition.
- During the demonstration period, grantees agree to deliver an enhanced level of service to participants through availability of direct financial assistance funds and skilled case management utilizing the WWAN project model.
- During the demonstration period, grantees agree to improve the quality of services to participants through integration of member agency services in WWAN, working together with the common goal to achieve economic self-sufficiency and independence for project participants.
- Grantees agree to contract the services of a qualified (subject to WCF review and approval) evaluator to conduct an independent third party review of the project as delineated in the grant document at the cost of \$5,000.00 (allocated in the grant proposal budget). Said evaluator shall furnish the WCF with a final report on the project by Dec. 31, 2009.

The foregoing conditions are hereby accepted and agreed to as of the date indicated.

Wichita Women's Assistance Network

Date_____ By:_____
Catholic Charities, Inc.(signature of authorized officer)

Title:_____

Date_____ By:_____
Dress for Success (signature of authorized officer)

Title:_____

Date_____ By:_____
Episcopal Social Services (signature of authorized officer)

Title:_____

APPROVED:

Wichita Community Foundation

By:_____
James D. Moore, Executive Director

By:_____
Gary Poore, Poor Foundation

Wichita Women's Assistance Network

Demonstration Project Concept

Project Need:

Today in Wichita a single mother has the desire to become a Licensed Practical Nurse (LPN). She knows that becoming an LPN will result in increased household income and contribute to a better daily life for herself and her children. But she may be prevented from reaching this goal not because she is unable to pass the vocational school entry exams or cannot find time in her workweek to attend the classes. Most often she faces simple but significant obstacles such as finding affordable child care, or having a dependable car for transportation, or hoping at the end of the month she has enough money left to purchase uniforms and medical supplies to complete her study. She can begin tackling these challenges by calling a list of not-for-profit and governmental agencies to find out if they can help her, but this time-consuming process has to happen before 5 o'clock and only Monday through Friday. Once she has found someone to help her she must fill out applications for assistance, then make appointments to meet with agency staff and provide copies of her family information and income multiple times.

What if the many community agencies working to help women succeed, networked their resources and coordinated assistance through a one-time point of entry system? Then the young woman would be given a comprehensive assessment, evaluated and a recommendation would be made to the case manager. A case manager would work with the client to set goals toward her success. For instance, help could be given to find a car repair shop open on Saturdays and help her pay for the repairs, then she receives enrollment forms for a licensed child care provider in her neighborhood and finally makes an appointment for her on Tuesday evening to pick up free clothing, including nursing scrubs for her classes. Do you think the chances of this working mother reaching her goal would be improved?

Project Purpose:

This demonstration project will establish a coordinated network of governmental and non-governmental providers of supportive services and direct financial assistance to young, single women; with or without children, who are engaged in activities of an educational or vocational nature that will enable them to become economically self-sufficient and independent.

Project Timeline:

Since this is the first effort of this kind among agencies in the community targeting benefits to a specific sector of the population, the first four (4) months of the project period will involve establishment of the Network's membership, goals, and operational structure. Delivery of services to eligible women will occur during the next twelve (12) months, with process evaluation conducted throughout the life of the project. Outcomes evaluation on participant women will occur during the last three months of the demonstration period. Total project period will be 18 months.

Project Scope:

All services and funds provided through the Network will address financial needs beyond the scope of tuition and book costs. Participants will receive a comprehensive initial assessment to determine ability and needs to achieve positive outcomes. This assessment and subsequent support will be provided to each project client through assignment of an agency caseworker. Because no two women and their circumstances are alike, case management will maximize access to individual counseling, community resources, and disbursement of direct financial assistance. Direct payment for expenses such as child care, rent, transportation, household utilities, medical, dental and optometry expenses, clothing, supplies and equipment for job training or placement, mental health services, career counseling, and individual tutoring services will directly relate to women completing their education or training. No scholarship assistance will be available, but help in locating scholarships and completing applications will be made possible through each participants case manager. It is projected during the demonstration period that 30-35 women will receive Network services.

Project Delivery:

Not all agencies in the Network provide case management services so all potential beneficiaries will be provided a listing of agencies to select to receive a comprehensive needs assessment and follow-up case management support. All identifier information exchanged between agencies in the project must be accompanied by a confidentiality, client rights and release of information form signed and dated by each project beneficiary. No beneficiary identifier information will appear or be disclosed in any project reporting or Steering Committee activities.

Agencies providing direct services, such as clothing, childcare, career counseling, housing, or medical care, will receive payment from project funds. Guidelines, including limits on the amount of direct financial assistance that each beneficiary may receive, will be established by the Steering Committee.

Participation of women in the project is voluntary and may be declined at any time. However, clients will not be able to access and receive direct financial services without consultation and follow-up from an agency case manager.

See following page for process depiction of beneficiary access and receipt of Network services.

Project Outcomes:

The outcomes of this project will be to (1) increase access to eligible women in the community through one-time point of entry system, (2) increase number of services through large number of agency members in the Network system, (3) enhance level of service through availability of direct financial assistance funds and availability of skilled case management, and (4) improve quality of services to women through integration of member agency services working to achieve economic self-sufficiency and independence.

Project Budget:

It is anticipated the expense budget for this demonstration project to be \$137,830 as follows:

Direct Financial Assistance to Clients @ average amount of \$2,000 per woman (X 35 women)	\$ 70,000
Reimbursement to agencies providing initial assessments @ average of three (3) hrs per client X \$65 per hour (105 hrs X \$65)	\$ 6,825
Reimbursement to agencies providing follow-up case management @ average of 25 hrs per woman X \$50 per hour (875 hrs X \$50)	\$ 43,750
Contracted Evaluator (independent third party review)	\$ 5,000
Subtotal	\$ 125,575
Management Fee of 10% reimbursed to agency serving as fiscal agent	\$ 12,557
TOTAL	\$ 138,132

It is proposed that there would be three lead agencies each with unique responsibilities and expertise. One organization will be responsible for all financial activities of the project. The second agency would ensure that the standard of care provided by network agencies is of the highest quality and be responsible for the project evaluation. The third lead agency will provide governance over the project to design and ensure leadership in all committee functions. Committee members would be elected.

Direct financial assistance may be provided by member agencies or a designated, reputable community vendor through submission of invoice to the fiscal agent. Agencies providing initial assessment and follow-up case management to eligible women, will be responsible for documenting all progress for each enrolled beneficiary and collecting all utilization data for project evaluation. Reimbursement for assessment and case management will be provided to Network agencies through submission of invoice to the fiscal agent.

About the Wichita Women's Assistance Network

Network Mission:

The Wichita Women's Assistance Network is a multi-organizational partnership among Wichita area not-for-profit agencies and organizations, along with governmental agencies; working in concert to increase access and enhance service delivery to disadvantaged women, with or without children, who are experiencing obstacles in completing the education or vocational training necessary to achieve self-sufficiency and independence. Members strive to create trust, resolve issues, share expertise, and promote a system of integrated and coordinated services.

See following page for depiction of Network structure.

Network Membership:

The Network is comprised agencies and organizations, governmental and not-for-profit, who are located in and are providing, or plan to provide, direct services within the Wichita metropolitan area (Sedgwick County) to young women, with or without children, experiencing difficulty in achieving economic self-sufficiency. Membership is voluntary, with no compensation provided to any agency officer or staff participating in Network organizational and evaluation activities. This is an informal, non-binding collaborative effort. Agencies participating in development of the Network concept have included: Catholic Charities, Inc.; United Methodist Open Door; KANSEL; Episcopal Social Services; The Tree House; Family Consultation Services; Kansas Children's Service League; StepStone; City of Wichita Career Development Office; GraceMed Medical & Dental Clinic; Dress for Success-Wichita; Urban League of Kansas.

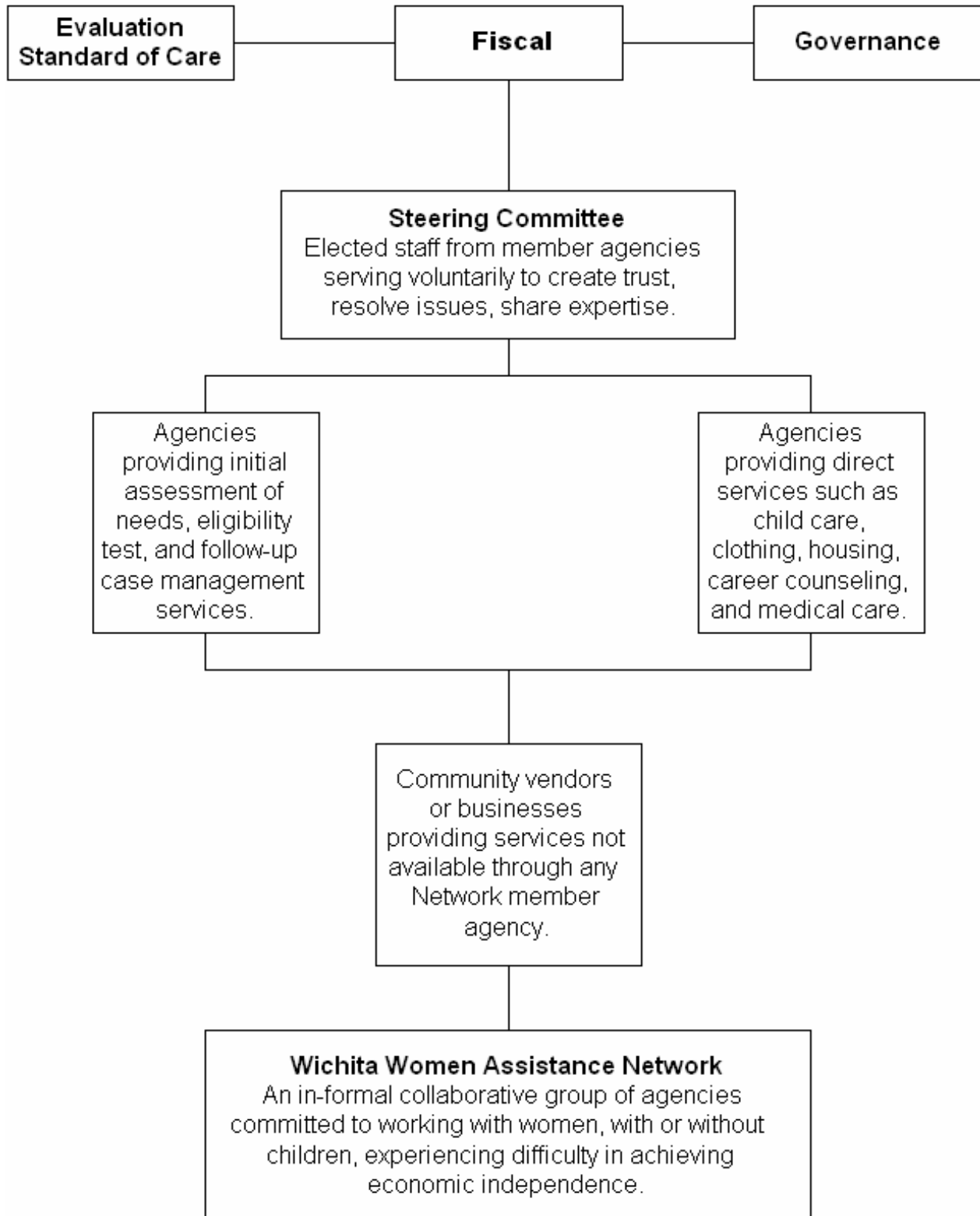
Steering Committee:

The Steering Committee of the Network consists of program level staff from Network member agencies that are committed to spending the time and resources necessary to make the Network successful. These staff are responsible for establishing direction, policy, beneficiary eligibility, services delivery guidelines, data collection parameters, and evaluation criteria. The operational structure and service delivery process of the Network will be developed during the first four months of the demonstration period, with approval and adoption required of majority of the Network membership. Decisions reached by the Steering Committee will be adopted based on majority vote of those in attendance at each meeting, with minutes recorded and distributed to all agency members.

Funding of Network:

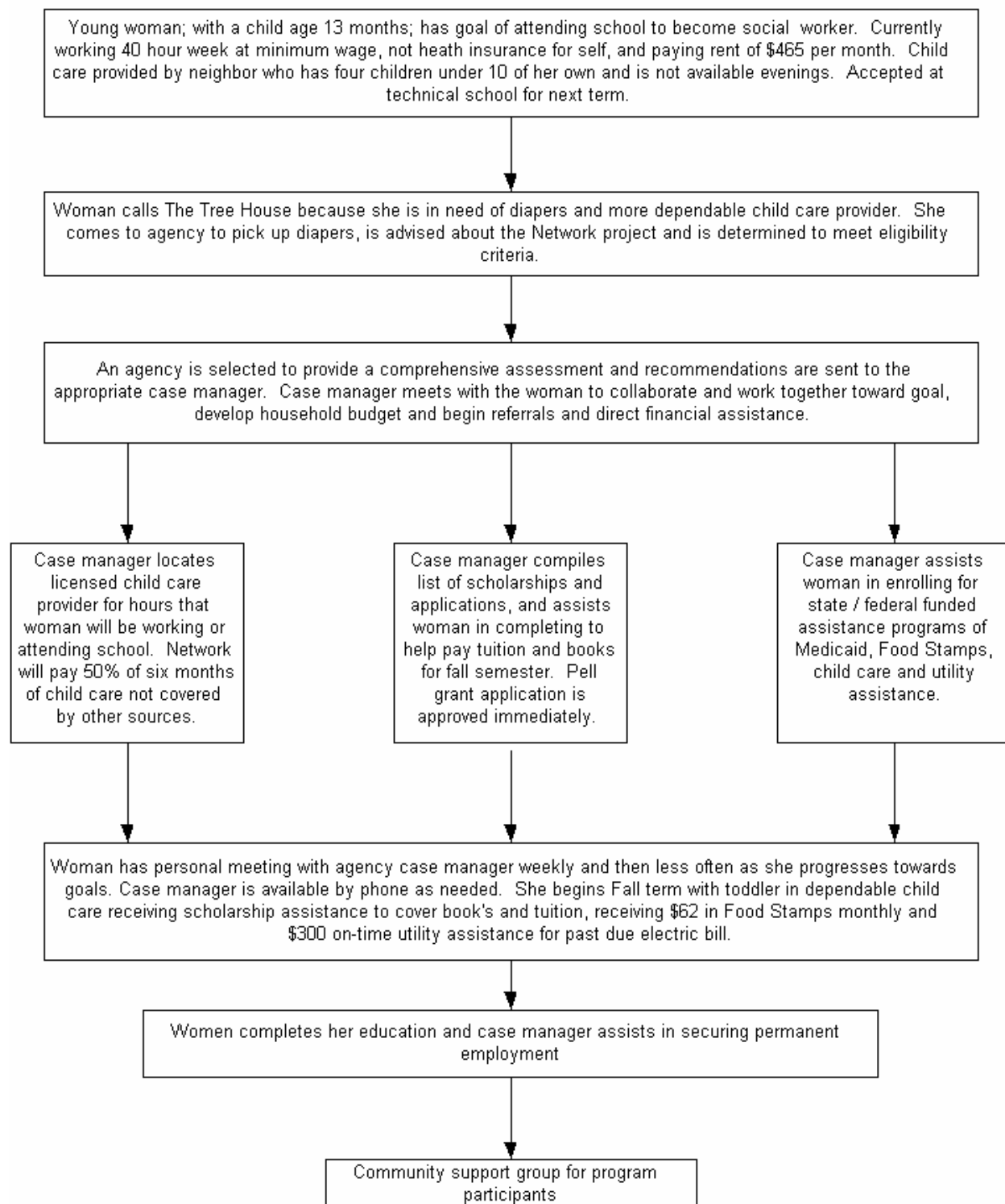
A unique funding opportunity made available by a donor through the Wichita Community Foundation will ensure creation of the Wichita Women's Assistance Network. Network activities are responsive to the donor's intent and will be executed as such.

**Wichita Womens Assistance Network
Structure
Three Lead Organizations**



Beneficiary Delivery Process

Scenario: entry point is agency not providing case management services



Second Reading Ordinances for November 20, 2007: (First Read November 6, 2007)

Structural Inventory and Bridge Appraisal Program

An ordinance of the city of Wichita, Kansas authorizing the issuance of its general obligation bonds to pay a portion of the costs of a city-wide structural inventory and appraisal of 266 bridges (472-84564); and authorizing and providing for the issuance of temporary improvement notes of the city from time to time as funds are needed for such purpose.

Public Hearing and Issuance of Taxable Industrial Revenue Bonds, The Boeing Company. (District III)

An ordinance approving and authorizing the execution of a lease agreement between the Boeing company and the city of Wichita, Kansas; approving and authorizing the execution of an indenture of trust between said city and the bank of New York Trust Company, N.A.; pledging certain payments under said lease agreement and moneys and securities held by the trustee under the terms of said indenture of trust; authorizing and directing the issuance of industrial revenue bonds series vi, 2007 (The Boeing Company project) of said city in the principal amount of not to exceed \$12,000,000 for the purpose of providing funds for the acquisition, construction, reconstruction and improvement of certain industrial and manufacturing facilities of the Boeing Company, a Delaware Corporation, in Sedgwick County, Kansas; designating the trustee and the paying agent for said bonds; authorizing the sale of said bonds and the execution of a bond purchase agreement therefor; approving and authorizing the execution of an administrative service fee agreement; and authorizing the execution and delivery of certain related instruments.

Public Hearing and Issuance of Industrial Revenue Bonds, Lee Real Estate, LLC. (District II)

An ordinance authorizing the city of Wichita, Kansas to issue its taxable industrial revenue bonds, series v, 2007 (Lee Real Estate, LLC), in the aggregate principal amount of \$3,300,000 for the purpose of constructing and acquiring a manufacturing facility; and authorizing the execution of certain documents in connection with the issuance of the bonds.

Ordinance amendment-Charter Ordinance 192, relating to Pawnbrokers and Second Hand Dealers.

An ordinance amending sections, 3 12, 13, 20 and 21 of Charter Ordinance No 192 relating to pawnbrokers, second hand dealers, precious metal dealers and repealing the originals of Section 2, 3, 12, 13, 20 and 21 of Charter Ordinance no 192.

13th St. Improvement, I-135 Freeway to Oliver.(District I)

An ordinance amending ordinance no. 46-838 of the city of Wichita, Kansas declaring 13th street, between I-135 freeway and Woodlawn (472-84320) to be a main trafficway within the city of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.

DR 2005-08: Arena Neighborhood Redevelopment Plan - Proposed Amendment to the Wichita-Sedgwick County Comprehensive Plan. (Districts I and VI)

An ordinance adopting the Arena Neighborhood Redevelopment Plan as an amendment to the Wichita-Sedgwick County comprehensive plan.

ZON2007-44-Zone change from “LI” Limited Industrial to “GC” General Commercial. Generally located north of Kellogg Drive between Laura Avenue and Pattie Avenue and on the east side of Pattie Avenue. (District I)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

SUB2005-77-Plat of Greenwich Business Center Addition located on the east side of Greenwich Road and on the south side of 29th Street North. (District II)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning code, section v-c, as adopted by section 28.04.010, as amended.

SUB2007-36-Plat of The Waterfront Residential Addition located on the north side of 13th Street North and west of Greenwich Road. (District II)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

A07-20R-Request by John Dugan of John E. Dugan Family Partnership, LP, to annex land generally located southwest of the intersection of Maize Road and 31st Street South. (District IV)

An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A07-20)

A07-21R-Request by Allan and Carolyn Hartman to annex land generally located east of 135th Street West, between 21st Street North and 13th Street North. (District V)

An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A07-21)

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council Members

SUBJECT: Appeal of Denial of Manufactured Home Park Annual License Renewal
Reed-A-Way Mobile Home Park, 2635 S. Hydraulic. (District III)

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendations: Based on evidence and testimony presented during the appeal hearing, take appropriate action to sustain, reverse or modify the Office of Central Inspection's denial of the annual manufactured home park license for Reed-A-Way Mobile Home Park, 2635 S. Hydraulic.

Background: The owners of Reed-A-Way Mobile Home Park, 2635 S. Hydraulic, have appealed the Office of Central Inspection's refusal to renew their manufactured home park license. The City Council appeal hearing, which first appeared on the November 6, 2006 City Council Agenda, was deferred for two weeks at the request of the manufactured home park owner (the appellant).

Reed-A-Way Mobile Home Park's most recent license expired on October 2, 2007. Such appeal is allowed per Section 26.04.038 of the Code of the City of Wichita. The appellants state that they have been working to correct code violations in the park, and are requesting additional time to complete the required improvements. The appellants are also requesting the City Council to approve issuance of the park's annual license renewal application.

Wichita first adopted manufactured home park regulations in 1964. Since 1964, the City has required manufactured home parks to be licensed, and to be re-licensed on an annual basis. Manufactured home parks that were developed after adoption of the 1964 ordinance have been required to meet certain manufactured home park development standards, and to be located in a manufactured housing zoning district. Manufactured home parks that were developed prior to adoption of the 1964 ordinance have been allowed to renew their annual licenses and to operate as "legal non-conforming" or "non-standard" parks, without being required to meet current park design and/or zoning standards.

In mid-2006, the City amended its Manufactured Home Park ordinance, adding additional park maintenance and licensing standards, as well as new provisions for denial and/or revocation of manufactured home park licenses. On September 21, 2007, the Office of Central Inspection refused to renew the Mobile Home Park License for Reed-A-Way Mobile Home Park based upon the significant number of active Minimum Housing Code violation cases (16), as well as an active environmental premise violation case.

Analysis: Reed-A-Way Mobile Home Park was first established in the early 1950's. The property is zoned "SF-5" Single Family, and has been operated as a legal non-conforming mobile home park since 1964. Originally, the mobile home park was developed/licensed for 50 spaces. Most recently, the mobile home park has been licensed for 44 spaces. Presently, there are 31 mobile homes in the park; 25 homes appear to be occupied at this time.

Pursuant to Section 26.04.036 of the Mobile Home and Mobile Home Park Regulations, a Notice of Violation was sent by certified mail to the property owners on September 24, 2007, with a target date for compliance of October 24, 2007. Included with the September 24, 2007, notice were copies of other code violation notices/cases that had been sent/initiated relating to Chapter 20.04 minimum housing code and Chapter 7 environmental premise condition code violations within Reed-A-Way Mobile Home Park.

Section 26.04.035 of the Code of the City of Wichita provides that an application for license renewal shall be denied by the Superintendent of Central Inspection for a violation by the licensee or applicant of a provision of Chapter 26.

The regulations relating to conditions of mobile home parks provide that the Superintendent of Central Inspection, or his designee, and the Director of Environmental Health, or his/her designee, are authorized to inspect and approve the licensee's premises, and to insure compliance with all the ordinances of the City of Wichita governing public health, safety, and welfare.

Section 26.04.115 of the Code of the City of Wichita

Based on the significant number of Minimum Housing Code case violations present in the park, and the environmental premise condition case, the application for the license was denied.

Minimum Housing Code Case Summary:

Of the 16 minimum housing code violation cases that were active on September 24, 2007, one case has been on-going since 2001; the other 15 cases were started in mid-2007. Two (2) of the 16 cases have now been resolved by the park owners (see below).

- Eight (8) of the 15 cases started in 2007 are either owned by the Mobile Home Park owner, or the Mobile Home Park owner is responsible for them (due to abandonment). Two (2) of these eight (8) mobile home cases have now been resolved as a result of the Mobile Home Park owner removing them from the park.
- Seven (7) of the 15 cases started in 2007 are individually owned.
- The one case started in 2001 is individually owned.
- Current compliance dates for outstanding Chapter 20.04 minimum housing code violation notices range from 11-20-07 through 12-24-07.

NOTE: Prior to OCI staff receiving a requested rent roster from the Mobile Home Park owner, staff sent notices to the Park owner. Upon receiving a rent roster, updated notices with current ownership information were sent out 10-01-07 and 10-18-07.

See attached Minimum Housing Code Case Enforcement Summary table.

Environmental Premise Maintenance Code Case Summary:

As of September 24, 2007, there was one active environmental premise maintenance case active within the park. This case is still on-going. Since September 24, 2007, Environmental Services has initiated an additional nine (9) cases, all with compliance deadlines of November 2, 2007.

See attached Reed-A-Way Mobile Home Park Environmental Services Report.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Continued Revitalization of the Core Area and Neighborhoods.

Legal Considerations: The applicant was properly notified by the Superintendent of Central Inspection of the code violations and the denial of the license renewal. The applicant has timely filed an appeal of the license denial. The basis for the appeal appears to be a request for additional time to bring the property into compliance with the code provisions. The City Council may sustain, reverse or modify the denial of the license requested.

Recommendations/Actions: Based on evidence and testimony presented during the appeal hearing and take appropriate action. The City Council can:

- sustain the action to deny renewal of the license;
- reverse the action to deny renewal of the license;
- modify the Office of Central Inspection's denial of the manufactured home park license; or
- defer official Council action to provide the appellants additional time to correct remaining code violations.

Attachments: Appeal request letter from Dann and Cindy Leach; November 2, 2007 hearing deferral request letter from owners; Copy of September 24, 2007 Chapter 26 Notice of Violation; Minimum Housing Code Case Enforcement Summary table; Reed-A-Way Mobile Home Park Environmental Services Report.

Reed-A-Way Mobile Home Park
2635 S. Hydraulic Ave.
Wichita, KS 67216

MAYOR'S OFFICE
RECEIVED

OCT 10 2007

October 5, 2007

Jim Skelton
City Council, District 3
2820 S. Roosevelt
Room 117
Wichita, KS 67210

Dear Mr. Skelton:

My wife and I operate Reed-A-Way Park, which currently accommodates 25 families in your district. We primarily rent lots to the owners of the mobile homes. There are 4 homes (25, 38, 58, and 78) that are being improved by us to resell. One (19) is slated for demolition. Six lots are vacant due to demolition.

We recently were denied renewal of our license (which expired 10.2.07) because Central Inspection reported to Tina Henry that there were 16 active housing cases and 1 active environmental case pending against us. We were also notified that we had only 30 days in which to correct or resolve the violations before a criminal complaint would be filed against us. The case number for this action is COM2007-04620.

Prior to receiving the notice of violation, I had been cooperating with Leonard Doug Fox and Shannon Holley. At times, I received conflicting directions about what to do with our park's appearance and the issues of code non-compliance. It was suggested by Leonard that things needed to be done to improve several lots. This required dismantling the homes and disposing of them (no small undertaking). That work has been completed. He also informed me that our park was to be his next "project" and warned me that I should "stay ahead" of the official methods to correct situations. I agreed and made diligent efforts to improve things. Shannon also visited with me about specific things to correct and suggested a time frame for compliance. I was working on satisfying Mr. Holley's directives when the certified letter arrived regarding the criminal complaint. This of course was quite a different situation than either Fox or Holley had communicated to me. With the fear of losing the property and displacing the families living there, I contacted Randy Sparkman. He confirmed the severity of the matter and suggested that I appeal the denial to you in writing.

With that background information explained, I now formally request that the city council grant a hearing to reverse the refusal to renew our license. The following reasons are given:

Even though I supplied Mr. Fox with the names and lot numbers of all occupants so that he could direct the needed improvements to the trailer owners themselves, the City failed to notify the owners of the mobile homes. On September 29, we personally notified the families in our park of the urgency to comply. (A copy has been enclosed). We also discovered that none of them had received any of the promised paperwork from Mr. Fox. When I called his office to see why, he explained that he thought the letters had just gone out and they should be receiving them shortly. The mailing had been delayed almost 60 days from the time I supplied names and lot numbers, while my case had been rushed out with the threat of criminal action and ultimately, the revocation of our license to operate. Instead of notifying them as agreed, he lumped all of his complaints into one complaint addressed to me. Each family should be allowed until October 29, to rectify the complaints.

In her license refusal, Tina Henry gave me the absolute minimum time required by the ordinance to correct these. This is not a reasonable amount of time for a cooperative effort from *all* the families to make the necessary improvements and *certainly* not reasonable for me to correct by myself.

As pointed out, the amount of time for correction differs between verbal statements made in the field and official notices served legally. Also, the promises made by city representatives to prevent the situation from reaching this point were not upheld. In fact, specific details pertaining to fencing, construction materials, bulk waste, and the origination of complaints, etc. are contradictory between the two entities.

I have been making every effort to comply with your needs and will continue to do so, but only to the extent of reasonability. Please help us create an improved mobile home park for the benefit of our 25 families by allowing us to re-license the park, to improve the park through implementation of a master plan and to extend the time requirements to a reasonable length.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dann Leach".

Dann Leach
Cindy Leach

Reedaway Mobile Home Park
2635 S. Hydraulic
Wichita, KS 67216
204-9900

September 29, 2007

Dear Tenants:

This letter is to notify you of needed repairs and maintenance on your mobile home and lot. The City's Office of Central Inspection is going through the park writing notices to each tenant. Some of you have been contacted already. If there is a current violation on your lot, you will find a copy of that violation attached to this letter. These violations must be corrected by October 21, 2007. If no copy is attached, you may consider this letter a friendly reminder that you are responsible to keep your home and lot in good condition.

If you are unable to make these corrections or need assistance to do so, please contact us immediately. If these requests are continually ignored, either the Park or the City will make the corrections and you will be charged for the repairs.

Sincerely,

Dann and Cindy Leach

OFFICE OF CENTRAL INSPECTION

455 N. Main Street, City Hall, Wichita, Kansas 67202

Telephone: (316) 268-4481 Fax: (316) 268-4663

Commercial Zoning

Code

CASE #: COM2007-04620

Date: 9/24/2007

NOTICE OF VIOLATION

Case Location: 2635 S HYDRAULIC AVE

Primary Name: DANN LEACH
Primary Address: 2020 W 101ST ST N

VALLEY CENTER KS 67147

Needed improvements and/or corrections to property are listed below:

CHPTER 26.04.035/036/26.04.115

CHAPTER 26.04.035/26.04.036: License refusal to renew/Service of Notice of violations (Ord. No. 47-050, adopted June 20, 2006)

CHAPTER 26.04.115 Enforcement and Inspection (Ord. No. 47-050, adopted June 20, 2006)

License refusal to renew a Mobile Home/Manufactured Home Park License for parcel zoned "SF-5" Single Family 5 Residential Zoning/Non-conforming.

Refusal to renew Mobile Home/Manufactured Home Park License based on numerous active Housing violations cases (16 active cases) and an active Environmental violation case (1 case) - see attached copies of conditions/corrections required for each case/Lot.

Correct required conditions on all active Housing violation cases as well as active Environmental case. Once all corrections/case closures have been made, the Office of Central Inspection -Commercial Zoning, will review possible license renewal.

You are hereby notified that you will have until 10/24/2007 to correct or resolve the above-identified violations of the Commercial Zoning code.

If you do not take action to correct the above violations by 10/24/2007, a ticket of Uniform Criminal Complaint may be filed against you.

Please contact our office at 268-4481 should you have any questions or concerns or comments

Staff ID: Tina Henry

Next Compliance Date: 10/24/2007

Certified Mail No: 7005 2570 0002



CITY OF
WICHITA

123

CUSTOMER / OCI

2175 4364

7005 2570 0002 2175 4364

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 Street, Apt. No.,
 or PO Box No.
 City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <i>Dann Leach</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) <i>Dann Leach</i></p> <p>C. Date of Delivery <i>9-26-07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>DANN LEACH 2020 W 101ST ST N VALLEY CENTER, KS 67147</p> <p>2635 S HYDRAULIC AVE ZON TMH 09/25/07</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7005 2570 0002 2175 4364</p>

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11

Reed-A-Way Mobile Home Park Minimum Housing Code Case Enforcement Summary

	Lot	Case Started	Individual Owner Notified	# of Current Violations	Next Compliance Date	Units Unsecured
1	1A	7/25/2007	10/18/07	4	12/24/07	0
2	10A	9/27/2007	10/1/2007	7	12/05/07	0
3	15A	9/27/2007	10/1/2007	5	12/05/07	0
4	19D	7/25/2007	Park Owned	7	11/20/07	0
5	21D			CLOSED		0
6	24D	7/25/2007	10/1/2007	8	12/05/07	0
7	25D	7/25/2007	Park Owned	7	11/20/07	1
8	27D	7/25/2007	10/1/2007	3	12/05/07	0
9	29D	7/25/2007	10/1/2007	3	12/05/07	0
10	C-33	4/5/2001	4/5/2001	4	11/20/07	0
11	C-37	8/27/2007	Park Owned	4	12/24/07	0
12	C-38	8/27/2007	Park Owned	4	12/24/07	0
13	39C			CLOSED		0
14	40C	8/27/2007	Park Owned	6	12/24/07	0
15	75A	7/25/2007	10/18/2007	5	12/24/07	0
16	C-45	10/18/2007	Park Owned	4	12/24/07	0

REED A WAY MOBILE HOME PARK ENVIRONMETAL SERVICES REPORT
2635 S HYDRAULIC

<i>Case Number</i>	<i>Location</i>	<i>Start Date</i>	<i>Description/Progress</i>
EVM2007-08665	Lots 33 & 34	7/27/07	Bulky waste. Scattered debris. Salvage material Tall grass & weeds <i>There has been some improvement.</i> <i>Last notice has been sent.</i>
EVM2007-11727	Lot C-40	10/19/07	Trash storage. <i>New case. Compliance date is 11/2/07.</i>
EVM2007-11728	Lot 27D	10/19/07	Inoperable vehicle. <i>New case. Compliance date is 11/2/07.</i>
EVM2007-11729	Lot B54	10/19/07	Trash storage. Scattered debris. Inoperable vehicle. <i>New case. Compliance date is 11/2/07.</i>
EVM2007-11731	Lot B68	10/19/07	Trash storage. Scattered debris. <i>New case. Compliance date is 11/2/07.</i>
EVM2007-1173	Lot D21	10/19/07	Bulky waste. <i>New case. Compliance date is 11/2/07.</i>
EVM2007-11734	Lot 1A	10/19/07	Salvage material. <i>New case. Compliance date is 11/2/07.</i>
EVM2007-11736	Lot south of 45C	10/19/07	Trash storage. Scattered debris. Bulky waste. Salvage material. <i>New case. Compliance date is 11/2/07.</i>

EVM2007-11737	Vacant lots	10/19/07	Trash storage. Scattered debris. Bulky waste. Salvage Material. Inoperable vehicles. <i>New case. Compliance date is 11/2/07.</i>
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There have been 19 cases started in 2007. 4 of these cases are listed as unfounded. We have closed 5 of these cases. There are currently 10 open cases at this location (9 cases were started on 10/19/07).

In 2006 we started 7 cases. 2 of these cases are listed as unfounded. Court action was taken on one case. All the cases started in 2006 have been closed.

In 2005 we started 44 cases. 19 of these cases are listed as unfounded. All cases started in 2005 have been closed.

In 2004 we started 20 cases. Court action was taken on 8 to these cases. All case started in 2004 have been closed.

The violations include residential bulky waste, inoperable vehicles, salvage materials, scattered debris, tall grass and weeds, single-family trash storage and animal maintenance issues

REED - A - WAY MOBILE HOME PARK
2635 S. HYDRAULIC
WICHITA

URGENT REQUEST

TO:	Kurt A. Schroeder	FROM:	Dann E. Leach
COMPANY:	Office of Central Inspection	DATE:	11/2/2007
FAX NUMBER:	316.268.4663	TOTAL NO. OF PAGES	1
PHONE NUMBER:	316.268.4460	SENDER'S REFERENCE NUMBER:	VIO4620
RE:	License Refusal	YOUR REFERENCE NUMBER:	COM2007-04620

☒ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☒ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Thank you for the discussion we had this morning and I sincerely appreciate the rapid response by The City to hear our appeal to reverse the license renewal of our mobile home property.

If it suits the Council, I would request that my appearance at the hearing be deferred until November 20, 2007 to provide more time to prepare my presentation showing the ultimate goals of the enterprise. I would like to show realistic timelines towards complying with our current housing code cases, as well a long-term project schedule. By that date, I hope to have computer renderings of the possible scenarios. A business plan showing the financial feasibility would be complete by then.

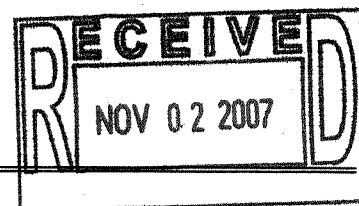
We would continue to rectify the housing complaints before us during this period. (For example, we have started demolition of the trailer in lot 19D and have removed fencing that is covered by city code).

Dann Leach, owner/operator of Reed-a-Way Mobile Home Park.

316.204.9900 or 316.755.3945



dannleach@aol.com



City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures, 631 W. 47th St. S.
(District IV)

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendations: Take appropriate action.

Background: This property was before the Board of Code Standards and Appeals (BCSA) on June 4, 2007. Mr. Craig Gable represented this property by letter. Mr. Gable informed the Board that there were issues regarding the ownership of this property, and he requested that the Board defer action on this case for thirty days. The BCSA recommended deferring action on the property for thirty days.

This property was before the Board of Code Standards and Appeals (BCSA) on July 9, 2007. The ownership is tied up in legal proceedings, but the interested parties appeared to represent the property. No repairs had been made to the property, and the BCSA recommended 10 days to start demolition and an additional 10 days to complete.

On September 11, 2007 this case was deferred by City Council until October 2, 2007.

On October 2, 2007 this case was deferred by City Council until November 20, 2007.

Analysis: Staff made an inspection of the property on November 1, 2007. No repairs have been made to structure. The structure is open. The premise condition is fair. The overgrown tree saplings around the perimeter of the structure have been removed.

Taxes: As of November 1, 2007, the 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$4,589.19. There are no special assessments.

Legal Considerations: The owner/s have been informed of the date and time of the hearing.

Recommendations/Actions: It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes are paid within ten days of hearing, (2) the structure is maintained secure as of November 20, 2007 and is kept secured during renovation; and (3) the premise kept clean and free of debris as of November 20, 2007, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official city paper and advise the owners of these findings.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and Members of the City Council

SUBJECT: Master Plan Funding for the Current New Communities Initiative Area

INITIATED BY: City Manager's Office

AGENDA: Unfinished Business

Recommendation: It is recommended that the City Council approve an allocation of \$250,000 to help fund a Master Plan for the current New Communities Initiative area.

Background: The City of Wichita, Sedgwick County and the State of Kansas have joined together to launch the New Communities Initiative (NCI). The initiative is designed to: provide quality housing for all incomes; provide employment opportunities for those needing and seeking jobs; enhance the learning environment across all age groups; reduce the conditions of blight and revitalize the neighborhood; address and positively impact quality of life issues; and develop nurturing opportunities for children and youth. The overall goal is to support and enhance successful families and sustaining communities.

On October 16, 2007, the City Council deferred action on this item until November 20, 2007, and directed that staff present it to all District Advisory Boards. Presentations were made to all District Advisory Boards on November 5 and 7, 2007.

Analysis: The NCI has an oversight Policy Group which includes representatives of government, education, business, philanthropic and social service sectors. The Policy Group wants to embark upon a comprehensive Master Plan for the current NCI area to provide a framework for the comprehensive development of the area and to identify the kind and quantity of housing appropriate for the area that will meet the identified needs.

Financial Considerations: It is anticipated that Policy Group members and other members of the community will share the Master Plan cost, which is estimated to be \$800,000. This action will commit \$250,000 toward the cost of the Master Plan. The source of funding is from the Capital Improvement Program within the Landbank project (Economic and Redevelopment allocation).

Goal Impact: The Master Plan will impact the goals of Economic Vitality and Affordable Living, Core Area and Neighborhoods, and Quality of Life.

Legal Considerations: The procurement of a Master Plan developer will follow City policy for procurement.

Recommendations/Actions: It is recommended that the City Council approve the allocation of \$250,000 to help fund a Master Plan for the current New Communities Initiative area.

Attachments: None.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure
District I, IV, and VI

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On October 2, 2007, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on this condemnation action at 9:30 a.m. or as soon thereafter, on November 20, 2007.

Analysis: On September 10, 2007 the Board of Code Standards and Appeals (BCSA) held a hearing on eight (8) properties listed below:

<u>Property Address</u>	<u>Council District</u>
a. 910 North Ohio	I
b. 212 North Madison	I
c. 515 North Poplar	I
d. 1248 North Green	I
e. 1711 North Volutsia	I
f. 1807 East 24th St. North	I
g. 300 South Elizabeth	IV
h. 1139 North Fairview	VI

Detailed information/analysis concerning this property are included in the attachments.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on October 5, 2007, and October 12, 2007. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of November 20, 2007; (2) the structure has been secured as of November 20, 2007 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of November 20, 2007, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case Summary, Summary, and Follow-Up History.

November 20, 2007
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/O wner Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
910 N. Ohio	I	8 yrs 7 mos	No	6/12/07	8/6/07 9/10/07	Yes No	30 Days 10/10	Structure is down	Demolition debris and large dumpster on premise	2007 taxes are delinquent in the amount of \$57.77	None
212 N. Madison	I	4 yrs 6 mos	No	7/13/07	9/10/07	No	10/10	Secure	Scattered trash	2007 taxes are due in the amount of \$86.09. The total owed is 1736.47, which includes specials.	2007 special assessment for weed cutting and lot cleanup in the amount of \$1631.66
515 N. Poplar	I	5 yrs 1 mo	No	7/13/07	9/10/07	No	10/10	Structure is secure. Garage is open.	scattered debris, tall weeds and grass.	2005, 2006, and 2007 taxes are delinquent in the amount of \$2629.92, which includes specials.	2007 special assessment for weed cutting and board up in the amount of \$501.23. Pending special in the amount of \$505.14.
1248 N. Green (shed)	I	6 mos	No	7/13/07	9/10/07	No	10/10	Secure	Misc. trash, tall weeds and grass.	2005, 2006, and 2007 taxes are delinquent in the amount of \$1521.36, which includes specials.	2007 special assessment for weed cutting in the amount of \$236.53

**November 20, 2007
City Council Hearing
Removal of Dangerous Structures Case Summary**

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/O wner Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
1711 N. Volutsia	I	4 yrs	No	7/13/07	9/10/07	No	10/10	Rear window open	Large amount of trash, tall weeds and grass	2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$1060.78, which includes specials. It is in tax foreclosure	2007 weed cutting in the amount of \$116.50.
1807 E. 24th N.	I	2 yrs 2 mos	No	7/13/07	9/10/07	No	10/10	West window and rear door are open	Tall weeds and grass	2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$1979.23, which includes specials. It is in tax foreclosure	2007 special assessment for weed cutting in the amount of \$233.00. Pending special in the amount of \$114.99.
300 S. Elizabeth	IV	15 yrs 5 mos	Yes	7/13/07	9/10/07	No	10/10	Secure	Fair with some tree limbs	2002, 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$12458.81, which includes specials. It is in tax foreclosure	2007 special assessment for lot cleanup in the amount of \$738.07. Pending special in the amount of \$612.25.

**November 20, 2007
City Council Hearing
Removal of Dangerous Structures Case Summary**

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/O wner Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
1139 N. Fairview	VI	4 mos	No	7/13/07	9/10/07	No	10/10	Secure	Tall grass and weeds	2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$3421.55, which includes specials. It is in tax foreclosure	2007 special assessment for weed cutting and emergency board up in the amount of \$416.47. Pending special in the amount of \$786.58.

DATE: November 1, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 910 North Ohio

LEGAL DESCRIPTION: Lot 44 and the North 15 feet of Lot 46, on Ohio Avenue, Moore's 2nd Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 25x41 feet in size. Vacant and dilapidated, this structure has a shifting stone foundation; rotted and missing wood lap siding; badly deteriorated, sagging, composition roof; rotted, collapsing front wood porch; cracked and shifting rear concrete porch stoop; rotted and missing wood trim; and the 8x10 foot accessory shed is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 1, 2007

BCSA GROUP # 10

ADDRESS: 910 North Ohio

ACTIVE FIELD FILE STARTED: April 14, 1999

NOTICE(S) ISSUED: From April 14, 1999 until May 4, 2007, numerous notice of improvements, violation notices, and a pre-condemnation letter have been issued. The owner is elderly and has attempted to sell the property in the past. Work done over the years has deteriorated.

PRE-CONDEMNATION LETTER: May 4, 2007

TAX INFORMATION: The 2007 taxes are delinquent in the amount of \$57.77.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Demolition debris and large dumpster on the premises.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: None

POLICE REPORT: On August 5, 2007 one reported police incident of arson dwelling.

FORMAL CONDEMNATION ACTION INITIATED: June 12, 2007

RECENT DEVELOPMENTS: The structure is down. No change.

OWNER'S PAST CONDEMNATION HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the August 6, 2007 BCSA hearing Robert Dixon, son of the owner, Ruby Murray, was present as a representative for this property.

Mr. Robert Dixon confirmed that the structure had been totally burned down. He told the Board that the only thing left to do was to clean up the debris from the fire. His mother had asked him to attend the Board hearing and request additional time to be allowed to clean up the premises.

Chairman Murabito asked if the clean up could be accomplished in thirty days. Mr. Dixon said he felt he could probably complete the clean up within thirty days. Chairman Murabito advised him that it would be less costly to the property owner if the City did not

have to be involved in the removal of the remaining structure and the clean up. Board Member Hartwell made a motion to allow thirty days to finish removing the damaged structure and clear the site of debris. Board Member Willenberg seconded the motion. The motion carried.

At the September 10, 2007 BCSA hearing there was no representative for this property attending the hearing.

The owner of the property has contracted to have the sewer sealed off.

Board Member Harder made a motion to send the property to the City Council, recommending demolition, with ten days to begin wrecking and ten days to complete wrecking. Board Member Youle seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 1, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 212 North Madison

LEGAL DESCRIPTION: Lot 19 on Locust, now Madison Avenue, in Park Place Addition to the City of Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 26 x 40 feet in size. Vacant and open, this structure has shifting and missing block foundation; rotted wood lap siding; deteriorated composition roof, with missing shingles; deteriorated wood front porch, with rotted steps; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 1, 2007

BCSA GROUP # 11

ADDRESS: 212 North Madison

ACTIVE FIELD FILE STARTED: April 28, 2003

NOTICE(S) ISSUED: From April 28, 2003 a notice of improvement and several violation notices were issued. This structure has been a subject of environmental court case. The structure has been boarded up twice by OCI at a total cost of \$278.12.

PRE-CONDEMNATION LETTER: May 11, 2007

TAX INFORMATION: The 2007 taxes are due in the amount of \$86.09. The total amount owed is \$1,736.47, which includes specials. It was sold at tax sale.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for weed cutting and lot cleanup in the amount of \$1,631.66.

PREMISE CONDITIONS: Scattered trash.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Numerous weed mowing cases as follows: June 30, 2007 in the amount of \$111.64, June 1, 2005 in the amount of \$111.64, August 8, 2005 in the amount of \$111.64, July 5, 2006 in the amount of \$111.64, August 17, 2006 in the amount of \$111.64, and April 30, 2007 in the amount of \$114.99.

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: July 13, 2007

RECENT DEVELOPMENTS: No repairs made. Structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the September 10, 2007 BCSA hearing there was no representative for this property attending the hearing.

Board Member Youle made a motion to refer the property to the City Council, recommending condemnation, with ten days to begin razing the structure and ten days to complete the removal. Board Member Harder seconded the motion. The motion was passed.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 1, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 515 North Poplar

LEGAL DESCRIPTION: Lots 1 and 3, on Mona Avenue, now Poplar Avenue, Mossman's Second Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26 x 53 feet in size. Vacant for at least 5 years, this structure has shifting block foundation; badly worn composition roof, with holes; rotted and missing wood lap siding; deteriorated chimney; rotted front porch, rotted wood trim; and the 20x20 foot accessory garage is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 1, 2007

BCSA GROUP # 11

ADDRESS: 515 North Poplar

ACTIVE FIELD FILE STARTED: October 11, 2002

NOTICE(S) ISSUED: From October 11, 2002 several violation notices were issued, with no response from owner. OCI has boarded up this structure on three different occasions at a total cost of \$647.12.

PRE-CONDEMNATION LETTER: July 2, 2007

TAX INFORMATION: The 2005, 2006, and 2007 taxes are delinquent in the amount of \$2,629.92, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for weed cutting and board up in the amount \$501.23, and a pending special in the amount of \$505.14.

PREMISE CONDITIONS: There is scattered debris, tall weeds and grass on premises.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Numerous weed mowing cases as follows: May 31, 2006 in the amount of \$111.64, July 25, 2006 in the amount of \$111.64, November 13, 2006 in the amount of \$111.64, and July 30, 2007 in the amount of \$114.99.

POLICE REPORT: From July 21, 1991 through November 28, 2006 there have been six reported police incidents at this location including miscellaneous report, impounded auto, miscellaneous officers, unlawful possession of marijuana, and evade police.

FORMAL CONDEMNATION ACTION INITIATED: July 13, 2007

RECENT DEVELOPMENTS: No repairs. Structure is secure. Garage is open.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the September 10, 2007 BCSA hearing No one was present to represent this property.

Board Member Youle made a motion to submit the property to the City Council for condemnation, with ten days to begin demolition and ten days to finish the demolition.

Board Member Hentzen seconded the motion. The motion was approved by the Board.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 1, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1248 North Green - Shed

LEGAL DESCRIPTION: Lots 54 and 56 on Alice Avenue, now Green Street, in Fairmount Park Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story wood frame accessory shed about 9 x 12 feet in size. This structure has rotted and missing wood lap siding; badly deteriorated composition roof, with holes; rotted structural members; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 1, 2007

BCSA GROUP # 11

ADDRESS: 1248 North Green - Shed

ACTIVE FIELD FILE STARTED: May 9, 2007

NOTICE(S) ISSUED: On May 9, 2007 a violation notice and pre-condemnation letter were issued. The notices were returned unclaimed.

PRE-CONDEMNATION LETTER: May 9, 2007

TAX INFORMATION: The 2005, 2006, and 2007 taxes are delinquent in the amount of \$1,521.36, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for weed cutting in the amount \$236.53.

PREMISE CONDITIONS: Some miscellaneous trash, tall weeds and grass.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Numerous weed mowing cases as follows: July 28, 2004 in the amount of \$111.64, June 28, 2006 in the amount of \$111.64, September 20, 2006 in the amount of \$111.64, and May 23, 2007 in the amount \$114.99.

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: July 13, 2007

RECENT DEVELOPMENTS: No repairs. The structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the September 10, 2007 BCSA hearing there was no representative present for this property.

Board Member Hartwell made a motion that the property be sent to the City Council for demolition, with ten days to begin the removal of the structure and ten days to complete the demolition. Board Member Youle seconded the motion. The motion was unanimously approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 1, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1711 North Volutsia

LEGAL DESCRIPTION: The South 52 feet of the North 77 feet of Lot 39, on Academy now Volutsia Avenue, in Getto's 3rd Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 23 x 38 feet in size. Vacant for at least 3 years, this structure has a shifting concrete block foundation; rotted and missing wood lap siding; badly worn composition roof; deteriorated chimney; cracked concrete porches; rotted and missing fascia; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 1, 2007

BCSA GROUP # 11

ADDRESS: 1711 North Volutsia

ACTIVE FIELD FILE STARTED: November 18, 2003

NOTICE(S) ISSUED: From November 18, 2003 numerous notice of violations and a uniform criminal complaint have been issued. Owner did secure the property.

PRE-CONDEMNATION LETTER: March 15, 2007

TAX INFORMATION: The 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$1,060.78, which includes specials. It is in tax foreclosure.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for weed mowing in the amount of \$116.50.

PREMISE CONDITIONS: A large amount of trash, tall weeds, and grass.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: A weed mowing case on October 30, 2006 in the amount of \$111.64.

POLICE REPORT: From August 9, 1991 through September 24, 2002 there have been thirteen reported police incidents at this location, including draw deadly weapon, unlawful possession of marijuana, other drivers license violation, destruction to auto, simple assault other, criminal contempt domestic violence, battery, and miscellaneous report.

FORMAL CONDEMNATION ACTION INITIATED: July 13, 2007

RECENT DEVELOPMENTS: No repairs. Rear window is open.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the September 10, 2007 BCSA hearing there was no representative attending the hearing for this property.

Board Member Hartwell made a motion that the property be referred to the City Council for condemnation, with ten days to start demolition and ten days to complete the demolition. Board Member Harder seconded the motion. The motion was passed, unopposed.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 1, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1807 East 24th St. North

LEGAL DESCRIPTION: Lot 2, Block 5, J. Walter Ross Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 24 x 26 feet in size. Vacant for at least 2 years, this structure has broken and missing asbestos shingles; badly worn composition roof; rotted and missing fascia; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 1, 2007

BCSA GROUP # 11

ADDRESS: 1807 East 24th St. North

ACTIVE FIELD FILE STARTED: August 31, 2005

NOTICE(S) ISSUED: From August 31, 2005 a notice of improvement and numerous violation notices have been issued. There has been no response from owner.

PRE-CONDEMNATION LETTER: March 27, 2007

TAX INFORMATION: -The 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$1,979.23, which includes specials. It is in tax foreclosure.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for weed cutting in the amount of \$233.00, and a pending special in the amount of \$114.99.

PREMISE CONDITIONS: Tall weeds and grass.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Numerous weed mowing cases as follows: September 1, 2004 in the amount of \$111.64, July 21, 2005 in the amount of \$111.64, April 13, 2006 in the amount of \$111.64, August 2, 2006 in the amount of \$111.64, October 4, 2006 in the amount of \$111.64, and July 14, 2007 in the amount of \$114.99.

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: July 13, 2007

RECENT DEVELOPMENTS: No repairs. West window and rear door are open. Service drop is hazardous.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the September 10, 2007 BCSA hearing there was no one representing this property at the hearing.

Board Member Harder made a motion to refer the property to the City Council for demolition, recommending ten days to begin wrecking and ten days to finish the removal of the structure. The motion was seconded by Board Member Youle. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 1, 2007

CDM SUMMARY

COUNCIL DISTRICT # 4

ADDRESS: 300 South Elizabeth

LEGAL DESCRIPTION: Lots 34 and 36 on Elizabeth Avenue, Lawrence's 4th Addition to the City of Wichita, Sedgwick County, Kanas

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 31x49 feet in size. Vacant and open, this structure has shifting basement walls; deteriorated metal siding; detrriorated composition roof, with missing shingles; rotted rafter tails and eaves; rotted wood trim and the 8x10 foot accessory shed is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 1, 2007

BCSA GROUP # 11

ADDRESS: 300 South Elizabeth

ACTIVE FIELD FILE STARTED: June 10, 1992

NOTICE(S) ISSUED: Since June 10, 1992 numerous notice of improvements and violation notices have been issued. This property has been the subject of environmental court cases on more than one occasion. This property was recently vacated when the owner was moved to a nursing home.

PRE-CONDEMNATION LETTER: June 26, 2007

TAX INFORMATION: The 2002, 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$12,458.81, which includes specials. It is in tax foreclosure. Tax sale was September 5, 2007.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for lot cleanup in the amount of \$738.07, and pending special in the amount of \$612.25.

PREMISE CONDITIONS: Premise is fair with some tree limbs.

CLEAN TEAM/COMMUNITY POLICING REPORT: Officers have been involved with welfare check on owner/occupant.

HEALTH REPORT: None

POLICE REPORT: From August 20, 1990 through August 29, 2007 there have been twenty-two reported police incidents at this location, including drive under influence, motor vehicle parked, battery, larceny B all other, miscellaneous report, disturb peace phone call domestic violence, miscellaneous officers, disorderly conduct other, mental cases, destruction of property domestic violence, unlawful possession of marijuana, and trespass.

FORMAL CONDEMNATION ACTION INITIATED: July 13, 2007

RECENT DEVELOPMENTS: It was scheduled for tax sale on September 5, 2007. No repairs. The structure is secure.

OWNER'S PAST CDM HISTORY: Previous condemnation case. City removed dilapidated mobile home on the same property.

BOARD OF C.S.&A. RECOMMENDATION: At the September 10, 2007 BCSA hearing this property was not represented by anyone in attendance.

Board Member Harder made a motion to refer the property to the City Council with a recommendation of demolition, with ten days to begin the wrecking and ten days to complete demolition. Board Member Youle seconded the motion. The motion was unanimously approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 1, 2007

CDM SUMMARY

COUNCIL DISTRICT # 6

ADDRESS: 1139 North Fairview

LEGAL DESCRIPTION: Lots 1030 and 1032, Wichita Street, Lewellyn's Addition to the City of Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 30 x 41 feet in size. Vacant for at least 5 months, this structure has broken and missing asbestos siding shingles; badly worn composition roof; rotted wood trim; rotted carport roof and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 1, 2007

BCSA GROUP # 11

ADDRESS: 1139 North Fairview

ACTIVE FIELD FILE STARTED: March 1, 2007

NOTICE(S) ISSUED: From March 1, 2007 two violation notices and pre-condemnation letter were issued. There has been no response from owner.

PRE-CONDEMNATION LETTER: March 2, 2007

TAX INFORMATION: The 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$3,421.55, which include specials. It is in tax foreclosure.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for weed cutting and emergency board-up in the amount of \$416.47, and a pending special in the amount of \$786.58.

PREMISE CONDITIONS: Tall grass and weeds.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: A weed mowing case on August 4, 2006 in the amount of \$111.64.

POLICE REPORT: From July 24, 2001 through March 13, 2005 there have been two reported police incidents at this location, aggravated assault other gang violence and battery domestic violence.

FORMAL CONDEMNATION ACTION INITIATED: July 13, 2007

RECENT DEVELOPMENTS: No repairs made, the structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the September 10, 2007 there was no one attending the hearing as a representative for this property.

Board Member Harder made a motion to send the property to the City Council for

condemnation action, with ten days to begin demolition and ten days to complete the removal of the structure. Board Member Hentzen seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds
(The Coleman Company, Inc.) (District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the Letter of Intent and property tax exemption.

Background: Between 1993 and 2006, the City Council has approved Letters of Intent to issue Industrial Revenue Bonds (IRBs) up to \$170 million to the Coleman Company, Inc., and has approved the issuance of \$157.9 million. Bonds were issued to finance the construction of a new corporate headquarters, the expansion of existing manufacturing facilities and the purchase of additional machinery and equipment for its manufacturing facilities in Wichita and Maize. The Cities of Wichita and Maize have entered into an interlocal agreement for this purpose. In addition, the City Council also approved a 100% five-plus-five-year ad valorem tax exemption on all bond-financed property.

On November 16, 2004, City Council approved a new Letter of Intent for a term ending December 31, 2007, in an amount not-to-exceed \$35,000,000. The bond proceeds were used for the redesign of factory space and for the purchase of additional manufacturing equipment, primarily machinery, tooling and technological equipment at the existing Wichita and Maize facilities. Under the 2004 Letter of Intent there is a remaining balance of approximately \$14,625,341, in which the balance will be used to finance a portion of the 2007 capital expenditures.

The Coleman Company is now asking the City to issue a new Letter of Intent for a term ending December 31, 2011, in an amount not-to-exceed \$35,000,000, and request a 100% tax exemption on all bond-financed property for a five-year term, plus a second five years subject to City Council review.

In addition, on June 14, 2005, City Council reviewed the second five-year exemption for Coleman's 1999 Industrial Revenue Bonds and approved a one-year extension. On January 10, 2006, City Council approved a one-year extension of the tax exemption on the bond-financed property from their 2000 IRBs. On December 12, 2006, City Council approved a one-year extension of the tax exemption on the bond-financed property on the 2001 IRBs. Bonds issued in 2002 are also due for the five-year review of the property tax exemption. The Coleman Company is now requesting another one-year extension of the tax exemption on the 1999, 2000, 2001 and 2002 bond-financed property.

Analysis: The Coleman Company, Inc. is engaged in the manufacturing and distribution of outdoor recreational products. The Company's principal products include a comprehensive line of pressurized lighting, cooling and heating appliances for camping and outdoor recreational use (such as Coleman lanterns and stoves), fuel-related products, including disposable propane-filled cylinders, a broad range of insulated food and beverage containers (such as coolers and jugs), sleeping and slumber bags, tents portable electric lights, and other products and accessories for recreational use and do-it-yourself markets.

The bond proceeds will be used for building and land improvements and for the purchase of additional equipment, primarily machinery, tooling and technological equipment, including computer software and hardware at the existing Wichita facilities.

In early 2002, the Coleman Company began a series of steps to reestablish its worldwide headquarters in Wichita. The Wichita-based management team assumed direction of international operations in January 2002. The Coleman Company employs 974 people at its Wichita facilities. The average salary for full time employees is \$44,880. Under current plans, the Company does not anticipate increases in employment in the near term.

The uses of bond proceeds are as follows:

Building Improvements	\$2,650,000
Machinery, Furniture and Fixtures, Equipment and Tooling	<u>32,350,000</u>
Total Bond Proceeds	35,000,000

The City's bond counsel firm Kutak Rock LLP, will serve as bond counsel in the IRB transaction. The Coleman Company will purchase the bonds and the bonds will not be offered to the public. The Coleman Company agrees to comply with the Standard Conditions contained in the City's IRB Policy.

As a condition of previous bond issues and tax exemption approvals, Coleman committed to: construct a new corporate headquarters, expand existing manufacturing facilities, and purchase machinery and equipment, with a total investment amount of \$33,000,000 between years 1999 and 2002; and create 200 new jobs within five years of the bond issue.

A measure of Coleman's initial five-year project commitments and outcomes are as follows:

<u>1999, 2000, 2001 and 2002 Commitment</u>	<u>October 31, 2007 Status</u>
• Construct new building addition	Completed new building additions totaling approximately \$27,900,000
• Purchase Manufacturing Equipment:	Purchased equipment worth over \$14,400,000
• Create 200 new jobs in five years:	No jobs were created

Coleman has recently undergone an extensive corporate restructuring, following acquisition of Coleman's parent company by Jarden Corporation. The corporate headquarters of the Coleman Company was moved back to Wichita from Chicago, and the new company leadership has stabilized employment levels at the Wichita plant by consolidating operations from other locations. However, the company does not anticipate a significant increase in employment levels.

Financial Considerations: The Coleman Company, Inc. agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. Under the City's Economic Development Incentive Policy, the Company qualifies for a 100% five-plus-five-year tax exemption on property purchased with bond proceeds, based solely on capital investment.

The estimated taxes on Coleman's proposed \$35,000,000 expansion would be \$76,892, on real property improvements based on the 2006 mill levy. Using the allowable tax exemption of 100 percent, the City

could be exempting \$76,892 of new taxes from the property tax rolls, once the full amount of bonds are issued. In 2006, Coleman paid approximately \$913,558 in real and personal property taxes. The appraised value of exempted property is currently \$19,493,170.

In addition, the project will qualify for a sales tax exemption on bond-financed purchases. The estimated amount of exempted sales taxes is \$96,725, including \$70,225 state tax and \$26,500 county sales tax.

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City	3.17 to one
County	2.12 to one
USD 259	1.17 to one
State	21.40 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption and sales tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Bond Counsel will prepare bond documents needed for the issuance of the bonds. The City Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council:

- 1) close the public hearing;
- 2) approve a new Letter of Intent for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$35,000,000 million for a term ending December 31, 2011;
- 3) grant a 100% tax exemption on all bond-financed property for a five-year term, plus a second five years subject to City Council review, and subject to Standard Letter of Intent conditions;
- 4) Extend the tax exemption on the 1999, 2000, 2001, and 2002 IRB bond-financed property for a one-year period and review the further extensions at the end of year 2008;
- 5) and authorize the necessary signatures.

Attachments: Letter of Intent Application.



November 05, 2007

Mayor Brewer and Members of the City Council
City of Wichita
City Hall – 455 North Main
Wichita, KS 67202

Re: Proposed \$ 35,000,000 City of Wichita, Kansas
Industrial Revenue Bonds
(The Coleman Company, Inc.)

Dear Mayor Brewer and Council Members:

This letter is to request approval by the governing body of the City of Wichita, Kansas, of a Letter of Intent to issue its Industrial Revenue Bonds in an amount not to exceed \$35,000,000. The Bonds are expected to be issued during 2007 through 2011; the proceeds of which will be used to finance the cost of acquiring, constructing and equipping improvements at the existing Wichita, Kansas facilities for The Coleman Company, Inc. (the "Project").

1. Name and Address of Applicant.

This application is being made by:

The Coleman Company, Inc.
3600 North Hydraulic
PO Box 2931
Wichita, KS 67201

Matters concerning this application should be directed to Sam Solomon, President and CEO, The Coleman Company, Inc., 3600 North Hydraulic, PO Box 2931, Wichita, KS 67201 (phone 316-832-2906).

2. A General Description of the Nature of the Business of the Proposed Beneficiary.

Coleman is engaged in the manufacture and distribution of outdoor recreational products. The Company's principal products include a comprehensive line of pressurized lighting, cooling and heating appliances for camping and outdoor recreational use (such as Coleman® lanterns and stoves), fuel-related products, including disposable propane-filled cylinders, a broad range of insulated food

and beverage containers (coolers and jugs), sleeping and slumber bags, tents, portable electric lights, and other products and accessories for recreational use and do-it-yourself markets. Detailed information concerning the business of the Company appears in the current 2006 Annual Report for Jarden Corporation, Coleman's parent company. Detailed information about its products appears in the Company's product catalogue. Copies of the 2006 Annual Report and product catalogue accompany this letter.

3. Key Officers and Employees of Proposed Beneficiary

Key Officers of The Coleman Company: Sam Solomon, President and CEO; Dan Hogan, Senior Vice President and CFO; Saleem Raza; Chief Legal Officer, Robert Fowler, Senior Vice President, Global Supply Chain, George Retter, Vice President, Human Resources and Jay McGregor, Vice President of Sales.

4. A General Description of the Proposed Project and its Specific Location.

The Project will be located at the Company's "North East" plant at 3600 North Hydraulic. This facility houses the Company's research and development operations.

The proceeds of the Bonds now being requested will be utilized to upgrade Coleman's product offerings. The proceeds will also be used for building and land improvements and for the purchase of additional equipment, primarily machinery, tooling and technological equipment, including computer software and hardware.

5. The Dollar Amount of the Bonds Requested.

The total principal amount of the Bonds requested is \$ 35,000,000.

6. A Detailed Breakdown of the Estimated Costs.

Building and Land Improvements	\$2,650,000
Machinery, Furniture and Fixtures, Equipment and Tooling	<u>32,350,000</u>
Total	35,000,000

7. Name and Address of Proposed Counsel to be utilized In Connection with the Issuance of the Bonds.

Bond Counsel

Kutak Rock LLP
1010 Grand Boulevard
Suite 500
Kansas City, MO 64106
(816) 960-0090
ATTN: Janet Garms

Applicant's Counsel

Kenneth R. Bell
Vice President-Litigation
The Coleman Company, Inc.
3600 North Hydraulic
PO Box 2931
Wichita, KS 67201
Telephone: (316) 219-7321

8. A Statement Relative to Ad Valorem Taxes.

The Applicant respectfully requests that the property purchased and constructed with the proceeds of the Bonds be exempted from Kansas ad valorem property taxes for a ten (10) year period permitted by Kansas law. The tax abatement will permit the The Coleman Company, Inc. to proceed with the anticipated Project, allow Applicant to realize its anticipated growth and result in the public benefits otherwise outlined herein.

9. Administrative Service Fee Agreement.

The Applicant agrees to make a payment to the City to reimburse the City of administrative costs in the amount of \$ 2,500 per year commencing one year after the delivery of the bonds. In addition, the Applicant will pay all costs of the City relative to the issuance of the Bonds.

10. Brief Statement With Respect to Benefits.

This Project is expected to have a continuing positive impact on the economy of the community and of the State during the period covered by the commitment requested in this letter as follows:

<u>Year</u>	<u>Approximate Investment Required</u>
2007	10,000,000
2008	5,000,000
2009	6,900,000
2010	7,400,000
2011	<u>5,700,000</u>
Total	35,000,000

11. Brief Statement Relative to the Effects of the Proposed Expansion on the Ambient Air Quality of the City of Wichita and Sedgwick County.

The proposed expansion will have no effect on the ambient air quality of the City of Wichita and Sedgwick County, nor are there any other anticipated adverse environmental effects. The Applicant (and its parent, Jarden Corporation) will agree to comply with the City's policies and requirements relating to environmental matters.

12. A Brief Statement With Respect to Equal Employment Opportunity.

The Applicant will comply with all policies of the City of Wichita with respect to equal employment opportunity.

13. Arrangements for Sale of the Bonds.

It is presently expected that the Bonds will be purchased by the Applicant and will not be publicly offered. Accordingly, it is not anticipated that the sale of the Bonds will be underwritten. However, in the event the Applicant utilizes the services of one or more brokerage firms as advisors or underwriters, that information will be furnished to the City Council at that time.

14. Financial Information.

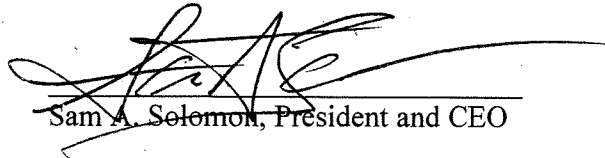
The accompanying documents include the Jarden Corporation's Annual Report for the year ending December 31, 2006. (The Coleman Company, Inc. is a subsidiary of Jarden Corporation). This document (which is attached hereto as Exhibit 1) includes detailed financial information including the audited financial statements of Jarden Corporation and its Subsidiaries for the fiscal year ended December 31, 2006, together with a report of Ernst & Young, Certified Public Accountants.

To permit The Coleman Company, Inc. to finalize the financing for the Project, it is requested at this time that the City Council authorize the Mayor to execute a Letter of Intent for and on behalf of the City whereby the City indicates its intent to issue not to exceed \$ 35,000,000 of its Industrial Revenue Bonds for the purposes described herein. Applicant respectfully requests that such Letter of Intent be valid for a period of five years so that the bonds may be issued simultaneously with the completion of the acquisition and construction of the Project.

Applicant is aware that such a Letter of Intent is only an indication of the intent of the City to issue the proposed Bonds to assist in financing the Project and that such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond Ordinance, Trust Indenture, Lease Agreement, Guaranty Agreement and other related documents. However, upon issuance of such Letter of Intent, Applicant is prepared to proceed in reliance thereon. Should there be any further questions or information which the City may require in evaluating this application, we will be most happy to discuss such matters.

Respectfully submitted,

The Coleman Company, Inc.



Sam A. Solomon, President and CEO

11/5/07

Date

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request
(Kamen Wiping Materials Co., Inc.)(District VI)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Close the public hearing and approve first reading of the Ordinance and tax exemption request.

Background: Kamen Wiping Materials Co., Inc. (Kamen Wiping) located at 441 N. Santa Fe in downtown Wichita, was locally formed in 1947. Kamen Wiping is a manufacturer of wiping materials to the aerospace industry and others. Kamen Wiping has experienced rapid growth in sales since its inception and as a result has expanded its manufacturing capacity to include additional manufacturing space and acquisition of new manufacturing equipment in the amount of \$1,169,952. Kamen Wiping is now requesting approval of an Economic Development Tax Exemption on the construction of a building addition and newly acquired equipment in conjunction with the expansion project.

Analysis: Kamen Wiping Co., Inc., is a manufacturer and distributor of wiping materials such as cloths, rags, and spill products to the aerospace, paint sundries, oil fields, and automotive industry. The wipers are manufactured from both new and reclaimed materials. To remove sizing and soil, all wipers are washed in a proprietary 165 degree cleaning solution, sanitized and dried in the industry's most modern state-of-the-art laundry. Every wiper is cut to agenerous size and graded according to material and color. Kamen Wiping processes more than 100 grades of high quality wipers and provides expertise and individual attention to help their customers select the right products for their cleaning, wiping, polishing or absorption needs.

Kamen Wiping currently employs 32 employees and plans to add at least 5 new jobs over the next five years. The expansion project includes construction of a 8,000 s.f. building addition with a cost of \$408,535, and purchase of additional machinery equipment at \$761,417.

Kamen Wiping's expansion project is itemized in Exhibit I attached hereto. Under the Economic Development Incentives Policy, Kamen Wping is eligible for the following:

TAX EXEMPTION ELIGIBILITY

<u>ELIGIBLE %</u>	<u>INCENTIVE</u>	<u>EXPLANATION</u>
22.0%	New Job Creation:	Kamen Wiping will create at least 5 new jobs.
<u>18.00%</u>	Capital Improvements:	Kamen Wiping will invest at least \$1,169,952.
40.00%	<i>Sub Total Business - Incentive Eligibility (Maximum allowed is 100%)</i>	
20.00%	Location Premium:	Kamen Wiping is not located in the central redevelopment area.
60.00%	TOTAL EXEMPTION ALLOWED UNDER ECONOMIC DEVELOPMENT INCENTIVE POLICY	

Under the City's Business Incentives Policy, Kamen Wiping is eligible for a 60% tax exemption for a five-year term on the identified real and personal property, plus an 60% tax exemption for a second five-year term on real property only, subject to City Council approval. A notice of public hearing has been published. Kamen Wiping has agreed to comply with the conditions set forth in the Economic Development Incentive Policy.

Financial Considerations: The estimated first year taxes on the proposed \$1,169,952 expansion would be \$30,787 on real and personal property, based on the 2006 mill levy. Using the allowable tax exemption of 60 percent, the City would be exempting (for the first year) \$18,472 of new taxes from the real and personal property tax rolls. The tax exemption will be shared among the taxing entities as follows: City - \$5,085; County/State - \$5,223; and USD 259 - \$8,164.

Wichita State University Center for Economic Development and Business Research calculated a cost-benefit analysis indicating benefit-to-cost ratios, which are as follow:

City of Wichita	2.24 to one
Sedgwick County	2.03 to one
USD 259	1.35 to one
State of Kansas	3.37 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The City Attorney's Office has approved the Ordinance as to form.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the Ordinance, granting a 60% tax exemption on the identified real and personal property improvements for a five year term, plus a 60% tax exemption for a second five-year term on real property only, subject to City Council approval.

Attachments: Ordinance and Economic Development Incentive Agreement.

Kamen Wiping Materials Co., Inc.

Exhibit I

New Construction:

8,000 SF building addition

Total Building Expansion \$ 408,535

New Equipment:

Rag Bagging Machine (2)	\$ 17,000.00
Rag Cutter	4,077.14
Computer Hardware	2,294.00
Art/Plates – Spray Bags	2,700.00
Kemco Direct Fired Hot Water System	70,833.00
Lot Gardner Material Handling Eqpt	44,475.00
Gardner Dryer Unloading Conveyor	42,000.00
Security Alarm	3,893.14
Bri Model – Washer-Extractors	252,200.00
Washers	1,200.00
Shuttle Conveyor	42,500.00
Machinery Shuttle	2,500.00
Gas Heated Dryer	173,880.00
Machine	2,700.00
Fiberglass Tank	4,000.00
Hot Water & Tempered Water Tank	5,986.00
HP DeskJet	212.61
White Slings	2,883.78
Hydraulic Top Poweramp	5,949.44
Dock Levelers	5,818.07
Upright/Beam	2,073.18
Lyon Bulk Rack Starter Unit	1,411.56
Bulk Storage Deck Nominal	5,321.27
Washers, dryers, blockers, boiler room	29,100.00
Brim Washers and Shuttle	4,298.22
HP Compressor	6,062.22
CLM Dryers	4,968.30
Sullair Model Compressor	9,578.09
Sullair Air Compressor	2,269.91
Computer Hardware	349.99
Engenius Corless Phone	6,258.50
LBG Shelves	328.47
Minitab Software – Grnblt Train	1,003.11
Savinfax 3810	615.00
Cabinets	252.50
Hon Vertical File Cabinets	<u>425.45</u>

Total Equipment Expansion **\$761,417.95**

Total Expansion Project	\$ 1,169,952.95
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**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Authorize a Second Five-Year Tax Exemption (Airxcel, Inc.)
(District VI)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve a second five-year ad valorem tax exemption.

Background: On September 21, 2001, City Council approved an Economic Development Tax Exemption for Airxcel, Inc. (Airxcel) located at 3050 N. St. Francis. Under the previous City's Business Incentive Policy, Airxcel qualified for a 100 percent tax exemption for real and personal property, and 50 percent on the real property only, for a second five-year period. On December 31, 2006, the initial five-year period for tax exemption expired. Airxcel requests City Council extend the tax exemption to include the second five-years tax exemption on real property only.

Analysis: As a result of the tax exemption, Airxcel committed to undertake an expansion consisting of construction of a 52,870 s.f. additional manufacturing space, at an investment of \$1,200,000, and acquisition of new manufacturing equipment at \$219,500, and creation of 35 new jobs within five years. A measure of initial project commitments and outcomes are as follows:

<u>2001 Commitment</u>	<u>October 31, 2007</u>
• Construction of building addition	Completed 52,870 s.f. facility by December, 2001
• Purchase Manufacturing Equipment	Purchased equipment worth over 219,500
• Create 35 new jobs in five years	Created 35 new jobs

Staff conducted a site-monitoring visit on August 17, 2005. Airxcel has met its projection of 35 new permanent jobs by creating 35 new jobs. Airxcel increased sales by more than 25% since 2001, and diversified its customer base.

A new cost-benefit analysis was performed and the benefit-to-cost ratios are as follow:

City of Wichita	1.49 to one
Sedgwick County	1.38 to one
USD 259	1.37 to one
State of Kansas	2.18 to one

Financial Considerations: Under the City's old Business Incentive Policy, the Company qualifies for a 50% ad valorem tax exemption for an additional five-years on real property only.

Goal impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The second five-year tax exemption on the real property in conjunction with the original expansion project is at the discretion of the Council.

Recommendations/Actions: It is recommended that City Council approve a second five-year ad valorem tax exemption at 50 percent on real property only.

Attachments: None.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (Rand Graphics, Inc.)
(District IV)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve a second five-year ad valorem tax exemption.

Background: On November 19, 2002, City Council approved issuance of Industrial Revenue Bonds in the amount of \$2.3 million to Rand Graphics, Inc. In conjunction with the bond issue, City Council approved a 100% property tax abatement for a 5-year term on the project, plus a second 5 years subject to Council review. Bond proceeds were used to pay the costs of purchasing and installing additional machinery and equipment to be located at Rand's two printing plants at 2820 South Hoover and 500 South Florence. On December 31, 2007, the initial five-year period for tax exemption will expire. Rand Graphics, Inc. requests City Council extend the tax exemption to include the second five years on bond-financed real property.

Analysis: Rand is a graphics arts and commercial print and screen products manufacturing company. Rand offers full creation and production and fulfillment services to its customers as well as complete finishing operations. Much of Rand's recent growth has come from its screen printing division. Among others items, Rand manufactures large and small banners and life size point of sale displays. Customers include Chevron, Hallmark, Inc., Chrysler Corporation, Apple Computer and RJR/Nabisco. Rand exports over 60% of its products outside the State of Kansas.

As a condition of the bond issue and tax exemption, Rand committed to: purchasing and installing additional machinery and equipment, an investment of \$2,353,059; and, create 32 new jobs within five years of the bond issue. A measure of Rand's initial five-year project commitments and outcomes are as follows:

<u>2002 Commitment</u>	<u>December 31, 2007 Status</u>
Purchasing additional machinery and equipment	Purchased Machinery and Equipment
Create 32 new jobs in five years:	Created 32 new jobs

Staff conducted a site-monitoring visit on August 15, 2006. Rand Graphic has met its projection of creating 32 new permanent jobs. Rand Graphics increased sales by more 7% since 2002, and diversified its customer base. Rand's products are ultimately exported all over the United States and at least 3% Internationally.

Financial Considerations: In 2006, Rand Graphic paid approximately **\$82,075** in real and personal property taxes. The appraised value exempted property is currently **\$6,169,320**. Rand Graphic is current in payments of administrative service fees.

New benefit-to-cost ratios are as follow:

City of Wichita	1.67 to one
Sedgwick County	1.78 to one
USD 259	1.25 to one
State of Kansas	6.21 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period.

Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that City Council extend the tax exemption on Rand Graphics' IRB-financed real and personal property for a second five-year period.

Attachments: None

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (Big Dog Motorcycles, L.L.C.) (District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve a second five-year ad valorem tax exemption.

Background: On October 1, 2002, City Council approved issuance of Industrial Revenue Bonds in the amount of \$800,000, to Big Dog Motorcycles, L.L.C. In conjunction with the bond issue, City Council approved a 100% property tax abatement for a five-plus-five-year term on bond-financed property. Bond proceeds were used to construct a 20,000 s.f. warehouse building located at 1520 East Douglas in central Wichita. On December 31, 2007, the initial five-year period for tax exemption will expire. Big Dog Motorcycles, L.L.C. requests City Council extend the tax exemption to include the second five-years on the 2002 bond-financed property.

Analysis: Big Dog Motorcycles originated as a small shop performing custom work on Harley Davidson motorcycles. Following a move to its previous location at 140 N. Ohio, Big Dog Motorcycles developed its own product designs and became a licensed manufacturer of high-end, deluxe cruiser motorcycles. The business has expanded and currently has 50 dealers around the country. Big Dog Motorcycles has grown from one part-time employee to a national headquarters. In 1999, over 850 high-end motorcycles were manufactured in eight different models. The majority of the Big Dog sales are exports outside Kansas. As a result of rapidly increasing sales and strong sales projections, Big Dog Motorcycles acquired and equipped a new corporate headquarters/manufacturing facility in Wichita.

As a condition of the bond issue and tax exemption, Big Dog Motorcycles committed to: 1) construct a 20,000 s.f. warehouse building addition at a cost of \$800,000; and, 2) create 29 new jobs within five years of the bond issue. A measure of Big Dog Motorcycles' initial five-year project commitments and outcomes are as follows:

<u>2002 Commitment</u>	<u>October 31, 2007 Status</u>
• Construct a warehouse building:	Completed 20,000 s.f. building worth \$800,000
• Create 29 new jobs in five years:	Created 29 new jobs

Staff conducted a site-monitoring visit on November 8, 2005. Big Dog Motorcycles has met its projection of creating 29 new permanent jobs.

Financial Considerations: In 2006, Big Dog Motorcycles paid approximately \$13,011 in personal property taxes. The appraised value exempted property is currently \$1,217,750. Big Dog Motorcycles is current in payments of administrative service fees.

New benefit-to-cost ratios are as follow:

City of Wichita	2.67 to one
Sedgwick County	1.52 to one
USD 259	1.00 to one
State of Kansas	5.42 to one

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period.

Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that City Council extend the tax exemption on Big Dog Motorcycles' IRB-financed property for a second five-year period.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Authorize a Second Five-Year Tax Exemption (Decorator & Craft Corporation)
(District II)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the remaining property tax abatement.

Background: On December 19, 2001, City Council approved an Economic Development Tax Exemption for Decorator & Craft Corporation (Decorator & Craft). Under the previous City's Business Incentive Policy, Decorator & Craft qualified for a 68.5 percent tax exemption for real and personal property, and 35 percent on the real property only, for a second five-year period. On December 31, 2006, the initial five-year period for tax exemption expired. On December 19, 2006, City Council approved a one-year extension of the ad valorem property tax exemption because the company had fallen short of its job commitment. Decorator & Craft Corporation requests the City Council approve the remaining four-years of the tax exemption on the real property only.

Analysis: As a result of the tax exemption, Decorator & Craft committed to undertake an expansion consisting of construction of a 10,800 s.f. additional warehouse facility, at an investment of \$350,000, and acquisition of new manufacturing equipment, and creation of 5 new jobs within five years. A measure of initial project commitments and outcomes are as follows:

<u>2001 Commitment</u>	<u>October 31, 2007</u>
• Construction of building addition	Completed 10,800 s.f. facility by December, 2001
• Purchase Manufacturing Equipment	Purchased equipment worth over 10,000
• Create 5 new jobs in five years	Created 5 new job

Staff conducted a site-monitoring visit on May 25, 2006. Decorator & Craft has met its job projection by now creating 5 new permanent jobs. Since December 2006, the company has added 4 new additional employees. A new cost-benefit analysis was performed and the benefit-to-cost ratios are as follow:

City of Wichita	1.32 to one
Sedgwick County	1.13 to one
USD 259	1.09 to one
State of Kansas	1.72 to one

Financial Considerations: Under the City's old Business Incentive Policy, the Company qualifies for a 35% ad valorem tax exemption for an additional five-years on real property only.

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The remaining four-years tax exemption on the real property in conjunction with the original expansion project is at the discretion of the City Council.

Recommendations/Actions: It is recommended that the City Council approve the remaining four-years of the tax exemption on Decorator & Craft Corporation's real property only through December 31, 2011.

Attachments: None

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (Airtechnics, Inc.) (District II)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the remaining property tax abatement.

Background: On May 1, 2001, City Council approved issuance of Industrial Revenue Bonds in the amount of \$4,300,000 to Airtechnics, Inc. In conjunction with the bond issue, City Council approved a 100% property tax abatement for a five-plus-five-year term on bond-financed property. Bond proceeds were used for the construction of a new manufacturing, warehouse, administrative, and sales facility and the acquisition of equipment and furniture, located at 38th St. North and Webb Road.

On December 31, 2006, the initial five-year period for tax exemption expired. On November 21, 2006, City Council approved to extend the tax exemption for a one-year term because the company had fallen short of its job commitment. Airtechnics now requests the City Council approve the remaining four-years of the tax exemption on the IRB bond-financed property.

Analysis: Airtechnics, founded in 1957, is a manufacturer and distributor of eletromechanical component parts for the aircraft industries, such as switches, relays and circuit breakers. The company sells its product throughout the United States and overseas. Airtechnics, Inc. has sales offices in California, Florida, Indiana, Texas, New York, England. All manufacturing is done at the Wichita facility.

As a condition of the bond issue and tax exemption, Airtechnics committed to: construct a new manufacturing, warehouse, administrative, and sales facility worth \$3,600,000, purchase equipment worth \$675,000; and, create 50 new jobs within five years of the bond issue. A measure of Airtechnics' initial five-year project commitments and outcomes are as follows:

<u>2001 Commitment</u>	<u>October 31, 2006 Status</u>
• Construct new corporate headquarters:	Completed new 62,000 s.f. building addition
• Create 50 new jobs in five years:	Created 52 new jobs

Staff conducted a site-monitoring visit on August 5, 2005. On Airtechnics had fallen short of meeting its projection of 50 new permanent jobs, by creating 28 new jobs. The company reports that the terrorist attacks of 9-11-2001 and the ensuing economic downturn has prevented the company from adding employees. As of October 31, 2007, reports show that the company has started to rebound, and now has exceed the original job commitment of 50 by adding an additional two new jobs. Airtechnics additional goal relating to the bond-financed project was an overall increase in sales. Airtechnics increased sales by more than 33 % since 2001.

Financial Considerations: In 2006, Airtechnics paid approximately \$17,057 in real and personal property taxes. The appraised value exempted property is currently \$3,746,050. Airtechnics is current in payments of administrative service fees.

New benefit-to-cost ratios are as follow:

City of Wichita	1.44 to one
Sedgwick County	1.13 to one
USD 259	1.00 to one
State of Kansas	4.75 to one

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period.

Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that the City Council approve the remaining four-years of the tax exemption on Airtechnic's IRB-financed property through December 31, 2011.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (NMF America, Inc.)
(District II)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve a one-year extension

Background: On July 18, 2000, City Council approved issuance of Industrial Revenue Bonds in the amount of \$5 million to NMF America, Inc. In conjunction with the bond issue, City Council approved 100% property tax abatement for a 5-year term on the project, plus a second 5 years subject to Council review. Bond proceeds were used to construct and equip a 40,000 s.f. manufacturing plant.

On November 18, 2003, the City Council approved the consent to transfer and sale of NMF America to SONACA America. NMF America had experienced severe financial pressures. SONACA (Societe Nationale de Construction Aeospaciale) NMF is a Belgian aerospace company. On December 31, 2005, the initial five-year period for tax exemption expired. On February 14, 2006, City Council approved a one-year extension of the ad valorem property tax exemption. On November 21, 2006, City Council approved a one-year extension of the ad valorem property tax exemption. NMF America, Inc. requests the City Council approve the remaining three-years tax exemption on bond-financed property.

Analysis NMF America, Inc. is a leader in the aerospace niche market of wing skin manufacturing, with annual sales of \$20 million. NMF America, Inc. manufacturing process involves the forming and finishing of aluminum wing panels used in the manufacture of business and regional jets, primarily for the Bombardier line of aircraft. NMF's decision to come to the Wichita area was motivated in large part by Bombardier's desire to have this prime sub-contractor located closer to what has become an important production center for Bombardier. They are also motivated by the opportunity to develop business relationships with the other aircraft manufacturers located in Wichita. NMF estimates that their products are present on 80% of all business jets being currently manufactured.

As a condition of the bond issue and tax exemption, NMF America committed to construct and install certain manufacturing equipment, with a total investment of \$5,000,000, and create 100 new jobs within five years of the bond issue.

A measure of NMF America's initial five-year project commitments and outcomes are as follows:

2000 Commitment

October 31, 2007 Status

- | | |
|-----------------------------------|---|
| • Construct new building addition | Completed 40,000 s.f. manufacturing plant |
|-----------------------------------|---|

- Purchase Manufacturing Equipment: Purchased equipment worth over \$2,120,300
- Create 100 new jobs in five years: Created 86 new jobs

Staff conducted a site-monitoring visit on September 15, 2005. NMF has come more than 3/4 of the way of meeting its job projection by now creating 86 new permanent jobs. Since November 2006, the company has added 5 new additional employees.

NMF has expanded its client base to include the military aerospace industry. As the economy has started to rebound, the company has started to increase its capacity and begin hiring again. The company often receives international visitors from Japan, Brazil, Canada, and Belgium on a monthly basis.

Financial Considerations: In 2006, NMF paid approximately \$12,639 in real and personal property taxes. The appraised value exempted property is currently \$2,453,490. NMF America is current in payments of administrative service fees.

New benefit-to-cost ratios are as follow:

City of Wichita	1.64 to one
Sedgwick County	1.15 to one
USD 259	1.00 to one
State of Kansas	4.40 to one

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period.

Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that the City Council extend the tax exemption on NMF's IRB Bond-financed property for a one-year period and review the further extensions in December 2008.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (Dean & DeLuca, Inc.)
(District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve a one-year extension.

Background: On December 12, 2000, City Council approved issuance of Industrial Revenue Bonds in three series: Series IX-A in the aggregate principal amount of \$2,760,000; Series IX-B, in the aggregate principal amount of \$660,724, and Series IX-C in the aggregate principal amount of \$1,568,751 to Dean and DeLuca, Inc. In conjunction with the bond issue, City Council approved a 100% property tax abatement on bond-financed property for a 5-year, plus a second 5 years subject to Council review. Bond proceeds were used for the expansion of a 52,000 s.f. building addition at Dean & DeLuca's existing facility located 2526 E. 36th Street N. Circle.

On December 31, 2005, the initial five-year period for tax exemption expired. On February 14, 2006, City Council approved a one-year extension of the ad valorem property tax exemption. On November 21, 2006, City Council approved a one-year extension of the property tax exemption. Dean & DeLuca requests the City Council approve the remaining three-years tax exemption on bond-financed property.

Analysis Dean & DeLuca, Inc. is a purveyor of gourmet and specialty foods, wines and kitchenware. In addition to five specialty markets, eight cafés and one wine store spread throughout the United States, bulk of sales are made through the company's Internet/Direct operations—comprised of a Website and mail order catalogues, with expected circulation of approximately thirteen million orders filled during the year 2000 from the distribution center in Wichita.

As a condition of the bond issue and tax exemption, Dean & DeLuca committed to construct a 52,000 s.f. building addition with a total investment of \$4,989,475, and create 255 new jobs within five years of the bond issue.

A measure of Dean & DeLuca's initial five-year project commitments and outcomes are as follows:

2000 Commitment

October 31, 2007 Status

- | | |
|--------------------------------------|---|
| • Construct new building addition | Completed 52,000 s.f. building addition |
| • Create 255 new jobs in five years: | Created 230 new jobs |

Staff conducted a site-monitoring visit on September 30, 2005. Dean & DeLuca has come more than 3/4 of meeting its job projection by now creating 230 new permanent jobs. The company reports that the terrorist attacks of 9-11-2001 and the ensuing economic downturn has prevented the company from adding

Dean & DeLuca, Inc.

November 20, 2007

Page 2

employees. As the economy has started to rebound, the company has started to increase its capacity and begin hiring again. Since October 2007, the company has added 62 new additional employees.

Dean & DeLuca has recently expanded its presence in Wichita by purchasing a former radio station facility at 2416 E. 37th St. N. for use as a corporate office for Dean & DeLuca and other Leslie Rudd-owned enterprises.

Financial Considerations: In 2006, Dean & DeLuca paid approximately \$11,026 in personal property taxes. The appraised value exempted property is currently \$3,007,220. Dean & DeLuca is current in payments of administrative service fees.

New benefit-to-cost ratios are as follow:

City of Wichita	1.23 to one
Sedgwick County	1.04 to one
USD 259	1.00 to one
State of Kansas	2.31 to one

Legal Considerations: Section 7.5 of the lease provides the City Council reserves the right to terminate the exemption at the end of the first five-year period.

Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that the City Council extend the tax exemption on Dean & DeLuca's IRB Bond-financed property for a one-year period and review the further extensions at the end of year 2008.

2007 Wichita Flight Festival Budget

2008 WFF Budget

		2007 Cash Actuals	2007 In- kind Actuals	2008 Cash Budget	2008 In-kind Budget
Income					
	3060-5 - Beer/Alcohol				
	3110-5 - Sponsorship	112,700.00	119,295.31	160,000.00	111,000.00
	3130-5 - Entry Fee	1,575.00		2,000.00	
	3133-5 - Utility Fees	150.00			
	3134-5 - Table/Chair Rental				
	3135-5 - Ticket Sales	50,209.00		80,000.00	
	3140-5 - Food & Drink	6,949.92		7,000.00	
	3145-5 - Food Vendor Booth Fees	1,000.00		1,500.00	
	3500-5 - Merchandise	-		2,000.00	
Total Income		172,583.92		252,500.00	111,000.00
Cost of Goods Sold					
	4420 - Sales Tax	3,532.24		5,579.00	
	4425 - Handling Fee	694.11		800.00	
Total COGS		4,226.35		6,379.00	
		168,357.57		246,121.00	
Expense					
	5010-5 - Portable Restrooms	2,103.08		2,500.00	
	5020-5 - Direct Event	16,984.09	14,653.39	17,725.00	11,500.00
	Service Fire Extinguishers			150.00	
	Badges supplies			75.00	
	Midwest Corporate Aviation usage fee			14,000.00	
	hotelcar rental for performers			3,500.00	
	5030-5 - Food & Drink	10,293.50	6,992.50	18,735.00	7,000.00
	Fly in breakfast \$1675 & Sound crew \$60			1,735.00	
	Hospitality chalet catering			2,000.00	
	City chalet catering			7,000.00	
	Friday Food & Drink			8,000.00	7,000.00
	5040-5 - Security - WPD	-		0.00	
	5045-5 - Security - Private	2,473.50		2,600.00	
	5050-5 - Entertainment	153,728.80		140,500	
	Children's Activities			9,000	
	Concert Entertainer, Backline, Licensing,			43,000	
	Aerial performers fee			65,000	
	Static Displays			15,000	
	Air Boss/Announcer			8,500	
	5060-5 - Facility Rentals	-		0.00	
	5070-5 - EMS	665.00		700.00	
	5080-5 - Equipment Rental	8,462.62	10,059.60	6,400.00	12,500.00
	Ks. Golf and Turf			300.00	
	Barricades/Navigators			2,100.00	500.00
	Shuttle				6,200.00
	Generators/Lightplants			4,000.00	
	Bulldozer/Equipment				500.00
	Gators				5,300.00
	5085-5 - Radio Expense	-	300.00	0.00	
	5090-5 - Sound	17,999.06		18,000.00	
	5100-5 - Tents/Chair	29,711.44		31,000.00	
	5105-5 - Fuel Expense	22,902.68		19,235.00	
	Operations			200.00	
	Generators			450.00	
	Concert ground transportation			85.00	
	Air Show/Statics			18,000.00	
	Rental car fuel			500.00	
	5110-5 - Event Utilities	1,700.00		1,900.00	
	5120-5 - Event Insurance	7,560.00		7,800.00	
	5130-5 - Event Trash	420.00		450.00	
	5140-5 - Event Operations	92.87		125.00	
	5160-5 - Fence Rental	650.00		750.00	
	5170-5 - Signage & Banner	406.16	5,700.00	300.00	3000.00
	5175-5 - Event Printing Exp	840.64	8,909.82	820.00	10,000.00
	Fly Market form			70.00	
	Fri. night invitation & collateral				in-kind
	Event guide				in-kind
	Event poster & other collateral				in-kind
	Passes, etc.			750.00	
	5177-5 - Event Postage	1,939.01		1,900.00	
	Fly Market postage			200.00	
	Friday Invitation postage			1,500.00	
	Misc.			200.00	
	5182-5 - Event Accounting	-		0.00	
	5185-5 - Decor Exp	-		2,400.00	
	Friday Night Décor			2,400.00	
	5400-5 - Merchandise Exp	-		1,000.00	
	5530-5 - Photography & Supp	-		0.00	
	5550-5 - News Conference	2,394.69		1,200.00	
	5590-5 - General Promotions	39,875.03	72,680.00	50,450.00	67,000.00
	Print Collateral Development			10,000.00	
	Electronic Media Dev (Radio & TV)			3,000.00	
	TV Advertising			5,000.00	5,000.00
	Radio Advertising			8,000.00	30,000.00
	Billboard Advertising				17,000.00
	Billboard Paper			7,000.00	
	Print Advertising			3,000.00	10,000.00
	Magazine Advertising			5,000.00	5,000.00
	Promotions			3,000.00	
	Postage Expense (Promo Mailings)			1,000.00	
	Web site Dev & Updates			5,000.00	
	Car Decals			450.00	
	5620-5 - Food Service	2,306.89		3,025.00	
	Ice, beverage trailers, volunteers, WFI chalet			1,200.00	
	Soft beverage/water			1,825.00	
	5630-5 - Merchandise Sales			0.00	
	5640-5 - Sponsorship	8,753.01		5,280.00	
	Wristsbands			1,500.00	
	Linen			1,200.00	
	Sponsor Meetings			100.00	
	Sponsor Gifts			1,500.00	
	Sponsor packages postage			300.00	
	Extra print (vouchers, misc. color copies)			80.00	
	Friday list purchase			100.00	
	Coffee & Donuts			500.00	
	5650-5 - Volunteer Recruit/Recog	615.80		1,000.00	
	Food Sedg. City Fire Reserves \$65				
	Volunteer food & beverage				
	Recruitment exp.				
	6530-5 - Meetings	65.95		100.00	
Total Expense		332,943.82	119,295.31	335,895.00	111,000.00
Net Income/Loss		-164,586.25		-89,774.00	

Jcwright:
PM tickets-1,000
@ \$40= \$40,000;
Sat/Sun tickets
8,000@ \$5=\$40,000

Jcwright:
complimentary hotel rooms for
performers and statics and vehicles

Jcwright:
Covered by City of Wichita

Jcwright:
cost will be eliminated with inclusion of
City indemnification of WFI so City
transportation can be used

Exhibit B
Scope of Services
Wichita Flight Festival Contract

The City of Wichita agrees to contract with Wichita Festivals, Inc. (WFI) for the management, production, and marketing of the 20078Wichita Flight Festival, to be held in late Summer or early Fall, on a date or dates to be determined by WFI and approved by the City. In exchange, the City of Wichita will pay WFI a management fee as outlined below. WFI will be responsible for complete event management and production, to include:

1. Event Concept Development and Strategic Planning

Wichita Festivals will plan all pertinent areas as necessary for management of a successful festival, including finance and budgeting; promotions and marketing; ticketing; air and ground operations; facility set up, maintenance and tear down; and labor needs. A timetable will be developed which outlines milestones associated with this event.

WFI retains the right to define and execute these plans, as they deem appropriate within the scope of this contract. The festival steering committee will include two (2) members of City Council and/or a City Council designee and WFI staff and volunteers as determined by WFI. This committee will hold responsibility for outlining and executing plans developed for the festival.

2. Site Evaluation and Planning

The site for the event should be Jabara Airport, Wichita, KS. Site planning should incorporate parking, adequate restroom facilities, security solutions, and allow effective opportunities for concessions and other vendors as deemed appropriate by WFI. Air show events will provide maximum safety for performers and spectators.

3. Promotion/Marketing Plan

WFI will provide appropriate advertising and other marketing directed to the general public as deemed appropriate by the festival steering committee. WFI will acknowledge the City of Wichita as a major sponsor of the event, will use the appropriate City logo on all print and media materials as defined and provided by the City and will provide benefits to the City as defined in the sponsor benefits package noted below. This marketing will include solicitation of corporate sponsors for event underwriting.

WFI will have the right to determine sponsorship packages and benefits afforded corporate sponsors and retain the right to secure those commitments.

4. Budget Planning

WFI shall plan and prepare a budget to cover projected expenses, contingencies and all sources of revenue for the festival, including payments by the City of Wichita under this contract, which shall be agreed upon by the City Manager or his designee. WFI will provide financial reports to the City as designated below in section 8.

5. Ticketing

WFI will be responsible for printing, distribution, sales and accounting of proceeds for festival tickets. The festival steering committee will assist WFI with setting a reasonable price for admission. WFI will be responsible for controlling and auditing ticket issuance. Tickets shall be available at geographically dispersed locations to facilitate purchase throughout the Wichita metropolitan area.

6. Facility Preparation and Operations

The facilities available for the festival should be used to best advantage to provide for static displays of general aviation as well as military and “warbird” aircraft, activities for children, and educational opportunities for pilots, enthusiasts, youth etc., as deemed appropriate by WFI and the festival steering committee and Wichita Municipal Airport staff.

Provision for parking, security and safety concerns, concessions and other vendors, as mentioned above should be included in facility preparations.

WFI shall be responsible for securing all licenses, permits and permissions associated with this event including but not limited to: air box, filing appropriate forms with FAA and complying with FAA requirements.

WFI shall secure insurance deemed appropriate to cover all elements of the event, naming the City of Wichita as an additional insured. Insurance will include all events and activities for the coverages and in the amounts designated in the base contract.

WFI will make available event opportunities for local aviation/pilot associations and organizations. WFI will be responsible for sufficient labor for all operations functions, including cleanup after the festival. Labor may be both volunteers and paid individuals for services rendered.

7. Airshow and Attractions

The primary attraction for the festival shall be the air show with approximately 20% of the overall event budget defined for this use by WFI. The air show shall be managed by a professional ICAS rated air show boss/coordinator. WFI shall have the exclusive right to determine and secure nationally recognized air show and stage performers. WFI shall secure the static displays and plan other acts and events it deems conducive to public interest with the support of the festival steering

committee. WFI shall negotiate all contracts for the various acts, displays and stage performers, and shall be responsible for satisfying the obligations created in those contracts.

8. Performance Criteria

Wichita Festivals Inc will perform the following activities:

- Secure an Air Boss knowledgeable and experienced in managing aviation festivals
- Provide hospitality services as defined by the festival steering committee.
- Secure a quality, headline performer for the ~~Friday~~-evening concert entertainment as defined within the parameters of the approved budget.
- Provide concession services to the general public
- Develop and implement a Fly Market and/or other sales exhibition space
- Develop and implement Educational Seminars
- Secure \$160,000.00 in sponsorships.
- Develop activities for children
- Provide space for the Kansas Aviation Gallery
- Secure static displays which meet FAA requirements (if appropriate)
- Secure hotel and transportation arrangements as necessary
- Work with City staff to insure infrastructure requirements are met
- Provide signage for the event
- Develop and implement a marketing plan for the event
- Secure volunteers to manage and operate the event
- Utilize a ticketing system to account for admissions

WFI Performance Goals– subject to contract approval by November, 2006

Attendance

- Number of Individuals attending the event: Total 10,000 pending no inclement weather
 - Target number for Friday 2,000
 - Target number for Saturday - 4,000
 - Target number for Sunday –4,000
- Number of exhibitors and/or sales booths in Fly Market or other display area- 30
- Number of events and educational seminars - 8
- Number children's events - 8
- Revenues: Total \$252,500, pending no inclement weather.
- Dollars raised through sponsorships - \$160,000
 - Dollars raised through all other - \$92,500

Aviation Acts/Displays

- Number of ICAS aviation acts secured
 - Target Number – minimum of 6
- Number of static displays

- Target number – 45
- redundant from above Number of aviation-related informational/educational activities
 - Target Number – 10

Promotional Activities

1. Number of venues used for advertisement – 6
2. Wichita/statewide reach and frequency – media campaign to begin no later than August 4, 2008.
 Target # from media buy and/or free media – 85 spots per day minimum beginning August 4
 # of Wichita Eagle ads – 3
 # of print ads placed statewide – 6
 # of billboards – 6

Stage Performance

- Timeliness of securing headline stage performance
 - Target Date – April 1, 2008
 - Number of individuals attending stage performance – 2,000

City of Wichita Financial Commitment

Payment of Funds: The City of Wichita will pay WFI \$75,000 for completion of this contract for management of the festival. An initial payment of \$25,000 will be paid to WFI upon execution of this contract. Additional contract payments will be made in agreed amounts upon completion of project milestones as defined by WFI in conjunction with City representatives. City of Wichita agrees to advance funds for payment of expenses when expenses exceed sponsorship receivables, pending receipt of financial statements from WFI outlining the above. The balance of \$10,000 shall be withheld pending completion of the event.

Other Financial Commitments by the City of Wichita: For the purpose of this paragraph and the provisions pertaining to Profit Sharing set forth below, “Event Revenue” shall mean all festival revenues derived by WFI from sponsorships, gate admissions, concessions and other sales associated with the event, and will exclude the Payment of Funds described above. The City of Wichita agrees to underwrite the expenses associated with the Wichita Police Department security services, City of Wichita equipment rentals; City of Wichita permits and fees; Transit Authority services and transit advertising; use of Century II, up to \$16,550.

The City of Wichita will recoup Reimbursed City Expenses from Event Revenue prior to the payment of any other event expenses. After payment of the Reimbursed City Expenses, in the event that the amount of any other event expenses exceed remaining Event Revenue (the “Net Expenses”), the City of Wichita agrees to pay the Net Expenses. In the event that there are Net Expenses paid by the City, WFI shall not be entitled to any Profit Sharing as described below.

WFI shall submit to the City financial reports detailing budget projections prior to execution of the contract and actual expenditures in three intervals. The first report is due four (4) months from contract execution, the second report is due one (1) months prior to the event and a final post-festival report is due thirty (30) days after the festival closes.

Profit Sharing

The City of Wichita will profit share with WFI when the following conditions are met:

- All expenses are covered including expenses underwritten by the City of Wichita
- WFI meets 90 percent of its performance goals

If both conditions are met the City of Wichita agrees to award WFI 30 percent of net revenues and the City will retain 70 percent of net revenues.

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council

SUBJECT: 2008 Wichita Flight Festival (All Districts)

INITIATED BY: Division of Arts and Cultural Services

AGENDA: New Business

Recommendation: Approve the contract with Wichita Festivals, Inc. (WFI) to produce, market and manage the 2008 Wichita Flight Festival for the City of Wichita, Kansas (City), to be held in the Fall of 2008 on a date or dates to be determined, in the amount of \$75,000 and approve operating budget of \$336,000 to be paid from the Convention & Tourism Fund.

Background: WFI successfully fulfilled the requirements as stipulated in their contract with the City for completion of the 2007 Wichita Flight Festival. Upon completion of a successful 2007 festival, WFI has concluded they have the professional services to produce, market, and manage the 2008 Wichita Flight Festival, which will include the following components:

- Concept development and strategic planning
- Site evaluation and planning
- Promotion/marketing plan
- Budget planning
- Ticketing
- Facility preparation and operations
- Festival Airshow and attractions
- Performance criteria and financials

Analysis: The City Council has deemed that WFI is the best choice to produce, market, and manage the 2008 Wichita Flight Festival. WFI can provide the professional services necessary to accomplish the 2008 Wichita Flight Festival, and has a successful track record of successful production, marketing, and management of the River Festival and the 2006 Wichita Flight Festival. The proposed WFI contract will require an initial payment of \$25,000 from the City, with additional amounts to be paid based on the completion of agreed project milestones. A \$10,000 retainer will be withheld pending successful completion of all the tasks outlined in the contract and this scope of work. The City desires a festival that is successful on both economic and public appeal fronts. An expected performance benchmark is 9,000 in paid ticket sales. WFI will submit financial reports to the City detailing budget projections and actual expenditures. The reports will be due six months from the contract execution date, two months before the event, and 30 days after the event.

Financial Considerations: The City of Wichita will provide \$75,000 in funding for successful completion of this contract. A project budget of \$336,000 is proposed for the 2007 Wichita Flight Festival. This will fund primarily entertainment, security, facilitated charges, promotion, and a variety of ancillary costs. Revenue is estimated at \$246,121, derived mostly from sponsorships, admission fees and concessions. An operating deficit of \$89,774 is assumed for the 2008 festival. However, the actual deficit numbers can vary. After the conclusion of the festival, a transfer from the Tourism and Convention Fund will offset any projected deficit.

Goal Impact: Quality of Life

Legal Considerations: Law Department has prepared and approved the Agreement for Production, Marketing and Management of the 2008 Wichita Flight Festival.

Recommendations/Actions: Approval of the contract with WFI for \$75,000, approval of the 2008 Wichita Flight Festival project budget of \$336,000, and approval of the transfer of funds project deficit, up to \$336,000.

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council

SUBJECT: City of Bel Aire Wholesale Water Purchase Agreement

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Approve the Agreement.

Background: Staff has been negotiating with officials from the City of Bel Aire for roughly the last two years concerning the renewal of the existing wholesale water Agreement with the City of Wichita. Bel Aire is a growing community with a current population of 6,600 and encompasses approximately 2,860 acres. The community is being served by the City of Wichita as well as the Chisholm Creek Utility Authority.

Analysis: The terms of the Agreement, as negotiated with Bel Aire, contain the following provisions which are in accordance with City Council Policy No. 32:

1. **Service Area Boundaries.** The boundaries, as negotiated, are reflected in “Attachment 3” of the Agreement. These service area boundaries have been determined to be compatible with the long-term development and growth concerns of the City of Wichita and the City of Bel Aire.
2. **Maximum Water Use Schedule.** The “Schedule of Projected Water Use” appears as “Attachment 2” of the Agreement and delineates annual consumption volume limitations throughout the twenty-year term of the Agreement with a penalty for exceeding the same.
3. **Terms for Rates to be Charged.** The Agreement indicates that the rates charged shall be in accordance with those charged to similar classes of customers (the wholesale rate as currently enacted and as it may be amended by City Council action from time-to-time).
4. **Use Restrictions.** The Agreement prohibits sale of water to customers outside of the City of Bel Aire, or outside the designated service boundaries, or to other incorporated cities or improvement districts.
5. **General Terms Regarding Agreement Length, Renegotiation, and Termination.** The term of the Agreement, as proposed, is for twenty (20) years through 2028. Provisions are contained in the Agreement relating to renegotiation for noncompliance for connection of unauthorized customers and for exceeding Agreement volume limitations. Also included are provisions for payment of a surcharge for consumption volumes in excess of the yearly contracted volumes.
6. **Provision for Adoption and Enforcement of Conservation Measures Equivalent to those of Wichita.** Provisions governing these requirements are contained in Article 5.

Provision of water service to Bel Aire is fully compatible with the adopted Water Supply Plan which provides for adequate supplies through 2050.

Financial Considerations: Based on consumption history, Bel Aire currently uses approximately 130,000 million gallons of water per year. That equates to less than one percent of all water used annually. This Agreement will provide approximately \$118,000 in annual revenue.

Goal Impact: This action supports the goal of Efficient Infrastructure by providing reliable, compliant and secure utilities.

Legal Considerations: The proposed Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement for the sale of treated water to Bel Aire at wholesale rates.

Attachments: Agreement with Bel Aire for Wholesale Water Purchase

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council

SUBJECT: Amendment to Chaucer Estates Land Use Restriction Agreement, and Approval of Assumption and Consent Agreement (District II)

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Authorize the execution and delivery of the Assumption and Consent Agreement consenting to the proposed transfer, subject to conditions, and place on first reading the Ordinance that will conditionally authorize the amendment to the Land Use Restriction Agreement.

Background: In 1996, the City issued Revenue Bonds to finance independent living facilities and assisted care facilities operated by Chaucer Estates, LLC. All of the Bonds were paid in or prior to 2002, as a result of a HUD-supported refinancing, and the City conveyed the project back to Chaucer Estates, LLC. Because the 1996 Bonds were issued as tax exempt, under the Tax Code rules for qualified residential rental facility bonds (sometimes referred to as affordable housing bonds), the property had to be subjected to certain restrictions and requirements for occupancy by low-income tenants, for a period of years that has not yet expired. These requirements and restrictions were imposed by a Land Use Restriction Agreement filed of record in 1996, and that agreement (with a 2002 amendment requested by HUD) continues to affect the property until the end of the restricted period, even though the Bonds have been paid and the property has been conveyed back to Chaucer Estates, LLC. Chaucer Estates, LLC would now like to sell the property to another entity, WC-Chaucer LLC, but under the terms of the Land Use Restriction Agreement, may do so only with the consent of the City and the Bond Trustee, and only after the proposed transferee agrees to assume all Chaucer Estates, LLC's obligations under the Land Use Restriction Agreement. The proposed transferee must also furnish an opinion of its legal counsel that its agreement in this regard is binding. WC-Chaucer has indicated it is willing to comply with these conditions to obtain the City's consent. The transferee has also asked the City to amend the Land Use Restriction Agreement to specify that future transfers will also be approved if the future transferees enter into substantially the same form of Assumption and Consent Agreement and provide substantially the same form of supporting legal opinion. The amendment would also identify the specific date on which the terms of the restrictions will end (assuming no assistance for the Project then exists under Section 8 of the United States Housing Act of 1937).

Analysis: It has been the practice of the City to permit requested transfers of previously-financed housing projects that are subject to Land Use Restriction Agreements, so long as the conditions that the applicable Land Use Restriction Agreement imposes for transfers have been satisfied. The transferee will agree to assume the transferor's obligations under the Land Use Restriction Agreement as part of the Assumption and Consent Agreement. The Trustee that administered the 1996 Bonds will also need to approve the Assumption and Consent Agreement, and, after WC-Chaucer and the Trustee have executed it, and WC-Chaucer has provided a legal opinion of its counsel that the assumption of obligations is binding upon it, the City can execute

and deliver the Assumption and Consent Agreement. The proposed Second Amendment to Land Use Restriction Agreement must be authorized by Ordinance (given that the original agreement and the prior, HUD amendment were approved by Ordinance), and will require the approval of the Trustee and Chaucer Estates, L.L.C., as well as a consent or waiver of consent from HUD, and an approving opinion of Bond Counsel. The Ordinance is drafted to authorize the execution and delivery of the amendment when the necessary approvals, consent and opinion have been obtained.

Financial Considerations: The requested consent and amendment will be without cost to the City, except for the cost of publication of the Ordinance. The conditions which the Land Use Restriction Agreement requires to be met prior to the delivery of the City's consent are designed to ensure that the land use restrictions continue to be binding on any transferee until such time as the period of the required restrictions expires under the terms of the agreement.

Goal Impact: Economic Vitality and Affordable Living. The approval of the Assumption and Consent Agreement, and approval of the requested Second Amendment to Land Use Restriction Agreement (with delivery subject to satisfaction, in each case of the applicable conditions) will demonstrate the continued flexibility of the City's bond financing program for housing developers, while at the same time preserving the affordable housing character of the project through the applicable period of restrictions.

Legal Considerations: The City Attorney's Office has reviewed the Assumption and Consent Agreement and the Second Amendment to Land Use Restriction Agreement, and approved them as to form, and has also prepared the Ordinance necessary to authorize the amendment to the Land Use Restriction Agreement.

Recommendations/Actions: Authorize the execution and delivery of the Assumption and Consent Agreement consenting to the proposed transfer, subject to conditions, and place on first reading the Ordinance that will conditionally authorize the amendment to the Land Use Restriction Agreement.

Attachments: Ordinance; Assumption and Consent Agreement; Second Amendment to Land Use Restriction Agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, APPROVING A SECOND AMENDMENT TO THE LAND USE RESTRICTION AGREEMENT EXECUTED IN CONNECTION WITH THE ISSUANCE BY THE CITY OF ITS ASSISTED CARE AND INDEPENDENT LIVING FACILITY REVENUE BONDS, SERIES IX, 1996 (CHAUCER ESTATES, L.L.C.)

WHEREAS, pursuant to the provisions of K.S.A. 12-1740 *et seq.*, as amended (the “Act”), the City of Wichita, Kansas (the “City” or “Issuer”) previously issued its Assisted Care and Independent Living Facility Revenue Bonds, Series IX, 1996 (Chaucer Estates, L.L.C.) (the “Bonds”) in the original aggregate principal amount of \$6,500,000; and

WHEREAS, the Bonds were issued pursuant to the terms and provisions of a certain Trust Indenture dated as of December 1, 1996 by and between the Issuer and INTRUST Bank, N.A., Wichita, Kansas (as successor trustee to Bank IV, National Association) (the “Trustee”); and

WHEREAS, the proceeds of the Bonds were used to finance the acquisition, construction and equipping of an assisted care and independent living facility in Wichita, Kansas (the “Project”); and

WHEREAS, in connection with the issuance of the Bonds, the Issuer leased the Project to Chaucer Estates, L.L.C., a Kansas limited liability company (“Chaucer”) pursuant to a certain Lease Agreement dated as of December 1, 1996; and

WHEREAS, in connection with the issuance of the Bonds, the Issuer, the Trustee and Chaucer entered into a Land Use Restriction Agreement dated as of December 1, 1996 (the “Land Use Restriction Agreement”) pursuant to which the Project will be operated as a “qualified residential rental project,” as defined in Section 142(d) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, in connection with a refinancing and defeasance of the Bonds in 2002, the FHA Mortgagee in that financing requested, and the Issuer approved, an Amendment to Land Use Restriction Agreement, dated as of January 10, 2002, which conditioned further amendments upon the approval of the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, WC-Chaucer LLC, as purchaser, and Chaucer have entered into a certain Agreement of Sale dated as of July 9, 2007 (as amended the “Agreement of Sale”), whereby Chaucer agreed to transfer and convey that certain real property and the improvements located thereon as more particularly set forth in the Agreement of Sale (the “Project”) to WC-Chaucer LLC, pursuant to the terms of the Agreement of Sale, and WC-Chaucer LLC has requested that the Issuer consent to the transfer; and

WHEREAS, WC-Chaucer LLC has requested that the Issuer Approve a Second Amendment to Land Use Restriction Agreement, to clarify the conditions for future transfers and to set forth more definitively the period in which the restrictions are expected to continue in effect; and

WHEREAS, the Issuer's governing body finds it necessary and desirable to approve the requested Second Amendment to Land Use Restriction Agreement to incorporate certain provisions requested by WC-Chaucer LLC.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. Amendment of Land Use Restriction Agreement. The Issuer is hereby authorized to enter into the Second Amendment to Land Use Restriction Agreement by and among the Issuer, the Trustee and Chaucer (the "Second Amendment"), in substantially the form presented to the governing body herewith, with such minor corrections or amendments thereto as the Mayor shall approve (which approval shall be evidenced by his execution thereof), and to execute such other documents, certificates and instruments as may be reasonably necessary to carry out the intent of this Ordinance.

2. Execution of Documents. The Mayor is hereby authorized and directed to execute the Second Amendment for and on behalf of and as the act and deed of the Issuer, and the City Clerk or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Amendment.

3. Conditions for Delivery of Second Amendment. Following its execution by the Mayor, the Second Amendment may be delivered by the City's staff, for and on behalf of the Issuer, once the Issuer has received satisfactory evidence that the Second Amendment has been approved by Chaucer, the Trustee and HUD, together with an opinion of Bond Counsel that the amendment will not adversely affect the exemption from federal and Kansas income taxation of the interest on the Bonds.

4. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to take such other action and execute such other documents, certificates and instruments as the same may be necessary or desirable to carry out and comply with the provisions of this Ordinance.

5. Effective Date. This Ordinance shall take effect and be in full force from and after its approval by the governing body of the Issuer and publication once in the official newspaper of the Issuer.

[Remainder of this page intentionally left blank]

PASSED by the governing body of the City of Wichita, Kansas, on November 27, 2007.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

ASSUMPTION AND CONSENT AGREEMENT

This Assumption and Consent Agreement (“Agreement”) is made by and among **WC-CHAUCER LLC**, a Delaware limited liability company (“WC-Chaucer”), **THE CITY OF WICHITA, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (“City”) and **INTRUST BANK, N.A. WICHITA, KANSAS**, a national banking association, as successor trustee to Boatmen’s National Bank Wichita, Kansas (“Trustee”) on the _____ day of November, 2007, to be made effective as of the Effective Date (as hereinafter defined).

RECITALS:

A. The City, Trustee and Chaucer Estates, LLC, a Kansas limited liability company (“Chaucer Estates”) entered into that certain Land Use Restriction Agreement dated December 1, 1996, as amended by that certain Amendment to Land Use Restriction Agreement dated as of January 10, 2002 (collectively, the “Land Use Restriction Agreement”).

B. WC-Chaucer, as purchaser and Chaucer Estates have entered into that certain Agreement of Sale dated as of July 9, 2007 (as amended the “Agreement of Sale”), whereby Chaucer Estates agreed to transfer and convey that certain real property and the improvements located thereon as more particularly set forth in the Agreement of Sale (the “Project”) to WC-Chaucer, pursuant to the terms of the Agreement of Sale.

C. Pursuant to Section 7 of the Land Use Restriction Agreement, Chaucer Estates must obtain the prior written consent of the Issuer and the Trustee in order to transfer the Project to WC-Chaucer, and it is a condition to such consent that WC-Chaucer provide this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WC-Chaucer hereby agrees as follows:

1. Recitals and Defined Terms. The foregoing Recitals are hereby deemed to be true and correct and are incorporated herein by this reference. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Land Use Restriction Agreement.

2. Agreement. For so long as WC-Chaucer is in ownership of the Project, WC-Chaucer hereby agrees to be bound by the terms and obligations of the Land Use Restriction Agreement, for so long as such terms and obligations remain in full force and effect pursuant to the terms of the Land Use Restriction Agreement.

3. Effective Date. This Agreement shall take effect on the date of Closing under the Agreement of Sale (the “Effective Date”).

4. Governing Law. This Agreement shall be governed by the law of the jurisdiction(s) indicated in the Land Use Restriction Agreement.

5. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by the parties hereof.

6. Enforceability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

7. Consent. By their counter-signature below, the City and Trustee hereby consent to the sale of the Project to WC-Chaucer pursuant to the Agreement of Sale.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the party below has executed this Agreement, by its duly authorized representatives, on the date and year first above written.

WITNESS or ATTEST:

WC-CHAUCER LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

WITNESS or ATTEST:

CITY OF WICHITA, KANSAS

a municipal corporation organized and existing
under the laws of the State of Kansas

By: _____

Name: _____

Title: _____

WITNESS or ATTEST:

INTRUST BANK, N.A, WICHITA, KANSAS

a national banking association

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

SECOND AMENDMENT TO LAND USE RESTRICTION AGREEMENT

This Second Amendment to Land Use Restriction Agreement (this “Second Amendment”), with an effective date of November _____, 2007 is made by and among **THE CITY OF WICHITA, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”), **INTRUST BANK, N.A., WICHITA, KANSAS**, a national banking association, as successor trustee to Boatmen’s National Bank, Wichita, Kansas (the “Trustee”) and **CHAUCER ESTATES, L.L.C.**, a Kansas limited liability company (“Chaucer”).

RECITALS:

A. The City, Trustee and Chaucer entered into that certain Land Use Restriction Agreement covering Chaucer Estates Assisted Living Facility located on that certain real property described in Exhibit C attached thereto (the “Project”), dated December 1, 1996 (the “Original Agreement”), as amended by that certain Amendment to Land Use Restriction Agreement (“First Amendment”) dated as of January 10, 2002 (collectively, the “Land Use Restriction Agreement”).

B. The City, Trustee and Chaucer have agreed to further amend the Land Use Restriction Agreement in order to amend and clarify certain terms, as set forth herein below.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, Trustee and Chaucer hereby agree as follows:

1. Recitals and Defined Terms. The foregoing Recitals are hereby deemed to be true and correct and are incorporated herein by this reference. Unless otherwise defined herein, all capitalized terms used in this Second Amendment shall have the meanings ascribed to them in the Original Agreement.

2. Qualified Project Period. The Project achieved fifty percent (50%) occupancy on March 31, 2003. As such, the Qualified Project Period referenced in the Original Agreement shall terminate on March 31, 2018, assuming there is then no assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937.

3. Transfer. The first sentence of Section 7 of the Original Agreement is hereby amended and restated as follows:

“The Tenant hereby covenants and agrees not to sell, transfer or otherwise dispose of its interest in the Project (other than the making of leases for the units to members of the general public) except as provided in the Lease, without obtaining the prior written consent of the Issuer and the Trustee, which consent shall be conditioned solely upon receipt of evidence satisfactory to the Issuer and the Trustee, in their reasonable discretion, that the assignee of the Tenant (or of Tenant’s successor) (i) has assumed in writing and in full the Tenant’s (or Tenant’s successor’s) duties and obligations under this Land Use Restriction Agreement and (ii) has delivered to the Issuer and the Trustee an opinion of counsel to such assignee that such party has assumed the obligations of Tenant (or of Tenant’s successor) hereunder and that the obligations assumed are binding

on such assignee. The Issuer and Trustee agree that an assumption in substantially the form of the Assumption Agreement attached hereto as Exhibit A and an opinion in substantially the form of the opinion accepted by the Issuer in connection with its approval of the Assumption Agreement by and among the Issuer, the Trustee and WC-Chaucer LLC, as presented to the Issuer's governing body on November 20, 2007, shall be sufficient evidence for the purposes of the foregoing requirements."

4. HUD. At such time that the Project is no longer subject to a mortgage insured or held by the United States Department of Housing and Urban Development ("HUD"), the consent of HUD shall no longer be required with respect to any further amendments of the Land Use Restriction Agreement or for any other modifications, actions, consents or waivers thereunder, nor shall any notices be required to be delivered to HUD or to Arbor Commercial Mortgage, LLC or any successor thereto.

5. Termination of Lease. The parties acknowledge that the Lease referenced in the Original Agreement has terminated in connection with Chaucer's ownership of the Property, and the Lease is no longer binding upon the Property.

6. Governing Law. This Second Amendment shall be governed by the law of the jurisdiction(s) indicated in the Land Use Restriction Agreement.

7. No Other Modifications. Except as expressly provided herein, the Agreement remains in full force and effect and is hereby ratified by the City, Trustee and Chaucer. In the event of any conflict between the Land Use Restriction Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall control.

8. Binding Upon Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

9. Entire Agreement. The Land Use Restriction Agreement, as amended by this Second Amendment contains the entire agreement of the City, Trustee and Chaucer with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing by the parties hereof.

10. Counterparts. This Second Amendment may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

11. Enforceability. If any provision of this Second Amendment shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party has executed this Second Amendment to Land Use Restriction Agreement, by its duly authorized representatives, on the date and year first above written.

WITNESS or ATTEST:

THE CITY OF WICHITA, a municipal corporation organized and existing under the laws of the State of Kansas

By: _____

Name: _____

Title: _____

WITNESS or ATTEST:

INTRUST BANK, N.A. WICHITA, KANSAS,
a national banking association

By: _____

Name: _____

Title: _____

WITNESS or ATTEST:

CHAUCER ESTATES, L.L.C.
a Kansas limited liability company

By: _____

Name: _____

Title: _____

The United States Department of Housing and Urban Development (“HUD”) joins in this Second Amendment to evidence its consent to the terms contained herein.

**UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT**

By: _____

Name: _____

Title: _____

[ACKNOWLEDGMENTS CONTAINED ON FOLLOWING PAGE]

BE IT REMEMBERED, that on this _____ day of November, 2007, before me, the undersigned, a Notary Public in and for said County and State, came _____, the _____ of the City of Wichita, and _____, who witnessed the execution of this instrument by the foregoing person, each who is personally known to be such person, and each who is personally known to me to be the same person who executed the within instrument on behalf of said City of Wichita and who witnessed the same, and each such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, as of the _____ day of _____, 2007.

Notary Public

My Appointment expires: _____

BE IT REMEMBERED, that on this _____ day of November, 2007, before me, the undersigned, a Notary Public in and for said County and State, came _____, the _____ of Intrust Bank, N.A. Wichita, Kansas, and _____, who witnessed the execution of this instrument by the foregoing person, each who is personally known to be such person, and each who is personally known to me to be the same person who executed the within instrument on behalf of said Intrust Bank, N.A. Wichita, Kansas, and who witnessed the same, and each such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, as of the _____ day of _____, 2007.

Notary Public

My Appointment expires: _____

[ACKNOWLEDGMENTS CONTINUED ON FOLLOWING PAGE]

BE IT REMEMBERED, that on this _____ day of November, 2007, before me, the undersigned, a Notary Public in and for said County and State, came _____, the _____ of Chaucer Estates, L.L.C., and _____, who witnessed the execution of this instrument by the foregoing person, each who is personally known to be such person, and each who is personally known to me to be the same person who executed the within instrument on behalf of said Chaucer Estates, L.L.C. and who witnessed the same, and each such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, as of the _____ day of _____, 2007.

Notary Public

My Appointment expires: _____

BE IT REMEMBERED, that on this _____ day of November, 2007, before me, the undersigned, a Notary Public in and for said County and State, came _____, the _____ of United States Department of Housing and Urban Development, and _____, who witnessed the execution of this instrument by the foregoing person, each who is personally known to be such person, and each who is personally known to me to be the same person who executed the within instrument on behalf of said United States Department of Housing and Urban Development and who witnessed the same, and each such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, as of the _____ day of _____, 2007.

Notary Public

My Appointment expires: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

EXHIBIT A

FORM OF ASSUMPTION AGREEMENT

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: Hydraulic Improvement between Harry and Kellogg (District I)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the design concept and increased budget.

Background: On December 13, 2005, the City Council approved an agreement with Baughman Company to prepare a design concept to improve Hydraulic, between Harry and Kellogg. On October 22, 2007, District I Advisory Board held a neighborhood hearing on the project. The Board voted 8-0 to recommend approval of the design concept and project.

Analysis: The existing roadway is a two-lane urban section with parking on the west side that is underutilized. The proposed design concept is a three lane roadway with two through lanes and a center two-way left turn lane. On street parking will be eliminated. Improved traffic signals will be installed at the intersection of Hydraulic at Harry and Lincoln. The storm water sewer system will be upgraded and 5' wide sidewalk installed along both sides of the street.

Financial Considerations: The City Council previously approved a budget of \$27,500 for the design concept. An additional \$250,000 is needed to complete construction plans for a total budget of \$277,500. The funding source is General Obligation Bonds. Estimated construction cost if \$3,500,000-\$4,000,000. Funding to construct the project is not included in the current Capital Improvement Program. Funding to prepare construction plans is requested at this time so that the project can be expedited at a future date if federal and local funds become available.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving the traffic flow along a major transportation corridor.

Legal Considerations: The Law Department has approved the Amending Ordinance as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the design concept, place the Ordinance on First Reading and authorize the signing of State/Federal Agreements as required.

Attachments: Map, CIP Sheet and Ordinance.

Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. **46-847** OF THE CITY OF WICHITA, KANSAS DECLARING **HYDRAULIC, BETWEEN HARRY AND KELLOGG (472-84310)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 3 of Ordinance **46-847** is hereby amended to read as follows:

“SECTION 3. The costs of the construction of the above described improvements is estimated to be **Four Hundred Seventy-Seven Thousand Five Hundred Dollars (\$477,500)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 2. The original SECTION 3 of Ordinance No. **46-847** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this_____day of_____,
2007

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law



1

KELLOGG US 54

LINCOLN STREET

HARRY STREET

HYDRAULIC AVENUE



135

135

135

135

PROJECT AUTHORIZATION

CITY OF WICHITA

To Initiate Project

To Revise Project

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

	X
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1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 10/31/2007	4. Project Description & Location Hydraulic, Harry - Kellogg
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
MS-			
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required	As Required		
12A.			
12. Project Cost Estimate			
ITEM	GO	SA	KDOT
Right of Way			TOTAL
Paving, grading & const.	\$277,500		\$277,500
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Railroad			
Totals	\$277,500		\$277,500
Total CIP Amount Budgeted			
Total Prelim Estimate			

Platting Required

Lot Split

Petition

Ordered by WCC

Yes

X

No

Remarks:

Design Only

472-84310

13. Recommendation: Approve the Project and place the Ordinance on 1st Reading

Division Head <i>Henry Jones</i> for Mr. Arnold 11/01/07	Department Head <i>Chas M. Con...</i>	Budget Officer <i>[Signature]</i> Date 11-7-07	City Manager Date
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**City of Wichita
City Council Meeting
November 20, 2007**

TO: Mayor and City Council Members

SUBJECT: Petition for Storm Water Drain to serve an area south of 29th Street North, along both sides of Maize (District V)

INITIATED BY: Department of Public Works

AGENDA: New Business

.....

Recommendation: Approve the Petition.

Background: The developers of Pearson Commercial Addition and Newmarket V Addition have submitted a Petition to construct drainage improvements to serve an area south of 29th St. North, along both sides of Maize. The signatures on the Petition represent 100% of the improvement district area. On November 6, 2007, the City Council adopted a Resolution setting November 20, 2007, as the public hearing date for consideration of the project.

Analysis: The completed project will provide drainage improvements required for new commercial development and improve drainage for existing residential development.

Financial Considerations: The estimated project cost is \$2,900,000 with \$1,200,000 assessed to the improvement district and \$1,700,000 paid by the City. The funding source for the City share is General Obligation Bonds.

Goal Impact: The project addresses the Efficient Infrastructure goal by improving drainage for existing and future commercial and residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: CIP Sheet, Petition, and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 332 (ALONG MAIZE, SOUTH OF 29TH ST. NORTH) 468-84396** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 332 (ALONG MAIZE, SOUTH OF 29TH ST. NORTH) 468-84396** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 332 (along Maize, south of 29th St. North) 468-84396**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Million Nine Hundred Thousand Dollars (\$2,900,000)** exclusive of the cost of interest on borrowed money, with **41.3793** percent payable by the improvement district subject to the terms and conditions of the aforementioned Developer's Agreement and **58.6207** percent payable by the City at Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PEARSON TRACT

THE WEST 839 FEET OF THE FOLLOWING DESCRIBED TRACT:
THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, EXCEPT THAT PART TAKEN FOR ROAD PURPOSES DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 100.02 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 100 FEET TO A POINT 70 FEET EAST OF THE WEST LINE OF SAID SOUTH HALF; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1,221.01 FEET TO THE SOUTH LINE OF SAID SOUTH HALF; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 70.02 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH HALF. THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH HALF TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,102,730 SQUARE FEET OR 25.32 ACRES MORE OR LESS.

NEW MARKET TRACT

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER, SECTION 6, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS;

DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS; THENCE BEARING N89°46'15"W, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 40.00 FEET; THENCE BEARING S01°24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; THENCE BEARING N89°46'15"W, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 175.00 FEET; THENCE BEARING N81°14'24"W, A DISTANCE OF 101.12 FEET; THENCE BEARING N89°45'15"W, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 14.68 FEET; THENCE BEARING S01°24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 599.99 FEET; THENCE N89°46'15"W, A DISTANCE OF 358.94 FEET; THENCE BEARING S01°24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 656.12 FEET TO THE NORTH LINE OF LOT 21, BLOCK 9, EVERGREEN ADDITION; THENCE BEARING S89°47'16"E, ALONG THE SAID NORTH LINE OF LOT 21, BLOCK 9, EVERGREEN ADDITION, A DISTANCE OF 613.92 FEET TO A POINT 75.02 FEET WEST OF THE EAST LINE OF THE SAID NORTHEAST QUARTER; THENCE BEARING N03°19'23"E, A DISTANCE OF 1047.19 FEET; THENCE N01°24'27"E, A DISTANCE OF 195.04 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 577,896 SQUARE FEET OR 13.27 ACRES MORE OR LESS.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: The PEARSON TRACT, shall pay 50/100 of the improvement district cost, The NEW MARKET TRACT, shall pay 50/100 of the improvement district cost.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____
2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/1/2007	4. Project Description & Location Storm Water Drain for Pearson Commercial and Newmarket V Additions	
5. CIP Project Number N1-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage	\$1,700,000	\$1,200,000		\$2,900,000
Sanitary Sewer				
Sidewalk				
Water				
Other				
Totals	\$1,700,000	\$1,200,000		\$2,900,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition
* Storm Water Utility
SWD 332
468-84396

13. Recommendation: Approve the petition and Adopt the resolution

Division Head <i>Donny Sant</i> for your approval 11/01/07	Department Head <i>Chris M. Co.</i>	Budget Officer <i>Matthew D. Hull</i>	City Manager
Date 11/01/07	Date 11/2/2007	Date	Date

DRAINAGE PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

"Pearson Tract" – See Exhibit A
"New Market Tract" – See Exhibit B

468-94396

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- SWD 332
- Calong Maize,
- South of
- 29th St. North
- (a) That there be constructed drainage improvements including but not limited to detention ponds, weirs, lift stations, storm sewer, and BMPs to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, on property that will be dedicated to the City of Wichita subject to the Developer's Agreement executed between the City of Wichita and Eastside Development, LLC, New Market V, LLC, and Bruce A. and Esther L. Pearson dated March 20, 2007.

- (b) That the estimated and probable cost of the foregoing improvements being TWO MILLION NINE HUNDRED THOUSAND DOLLARS (\$2,900,000), with 41.3793% percent payable by the improvement district subject to the terms and conditions of the aforementioned Developer's Agreement and 58.6207% payable by the City at Large. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2007.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable in accordance with the terms and conditions of the aforementioned Developer's Agreement and this petition.

If this improvement: (i) is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, or (ii) is abandoned at any state during the design and/or construction of the improvement, or (iii) requires the

redesign, repair or reconstruction by the City of Wichita after its initial design or construction because the design or construction does not meet the requirements of the City; then in any of the foregoing events the Developers' Agreement shall control."

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

The "Pearson Tract" shall pay 50/100 of the improvement district cost
The "New Market Tract" shall pay 50/100 of the improvement district cost

Where the ownership of either the Pearson Tract or the New Market Tract is divided into two or more parcels, the assessment to the lot so divided shall be assessed to each owner or parcel within such subdivided tract on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>Pearson Tract</u>	<i>Bruce A. Pearson</i>	3-18-07
<u>New Market Tract</u>	<i>Eather L. Pearson</i>	3-18-07
	<i>NEW MARKET V, LLC</i>	
	<i>George Sherman</i>	3-22-07
	GEORGE SHERMAN, VICE PRESIDENT	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Andrew Moss

Name

Poe & Associates, Inc.
5940 E. Central; Suite 200
Wichita, KS 67208

Address

(316) 685-4114

Telephone Number

Sworn to and subscribed before me 20th day of April, 2007.



Paul Edwards
Deputy City Clerk

EXHIBIT A

"PEARSON TRACT"

THE WEST 839 FEET OF THE FOLLOWING DESCRIBED TRACT:
THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27
SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY,
KANSAS, EXCEPT THAT PART TAKEN FOR ROAD PURPOSES DESCRIBED AS
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST
QUARTER OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE EAST ALONG THE
NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 100.02 FEET; THENCE
SOUTHWESTERLY A DISTANCE OF 100 FEET TO A POINT 70 FEET EAST OF THE WEST
LINE OF SAID SOUTH HALF; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A
DISTANCE OF 1,221.01 FEET TO THE SOUTH LINE OF SAID SOUTH HALF; THENCE
WEST ALONG SAID SOUTH LINE, A DISTANCE OF 70.02 FEET TO THE SOUTHWEST
CORNER OF SAID SOUTH HALF. THENCE NORTH ALONG THE WEST LINE OF SAID
SOUTH HALF TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,102,730 SQUARE
FEET OR 25.32 ACRES MORE OR LESS.

EXHIBIT B

"NEW MARKET TRACT"

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER, SECTION 6, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS; DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS; THENCE BEARING N89°46'15"W, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 40.00 FEET; THENCE BEARING S01°24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; THENCE BEARING N89°46'15"W, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 175.00 FEET; THENCE BEARING N81°14'24"W, A DISTANCE OF 101.12 FEET; THENCE BEARING N89°45'15"W, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 14.68 FEET; THENCE BEARING S01°24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 599.99 FEET; THENCE N89°46'15"W, A DISTANCE OF 358.94 FEET; THENCE BEARING S01°24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 656.12 FEET TO THE NORTH LINE OF LOT 21, BLOCK 9, EVERGREEN ADDITION; THENCE BEARING S89°47'16"E, ALONG THE SAID NORTH LINE OF LOT 21, BLOCK 9, EVERGREEN ADDITION, A DISTANCE OF 613.92 FEET TO A POINT 75.02 FEET WEST OF THE EAST LINE OF THE SAID NORTHEAST QUARTER; THENCE BEARING N03°19'23"E, A DISTANCE OF 1047.19 FEET; THENCE N01°24'27"E, A DISTANCE OF 195.04 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 577,896 SQUARE FEET OR 13.27 ACRES MORE OR LESS.

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council

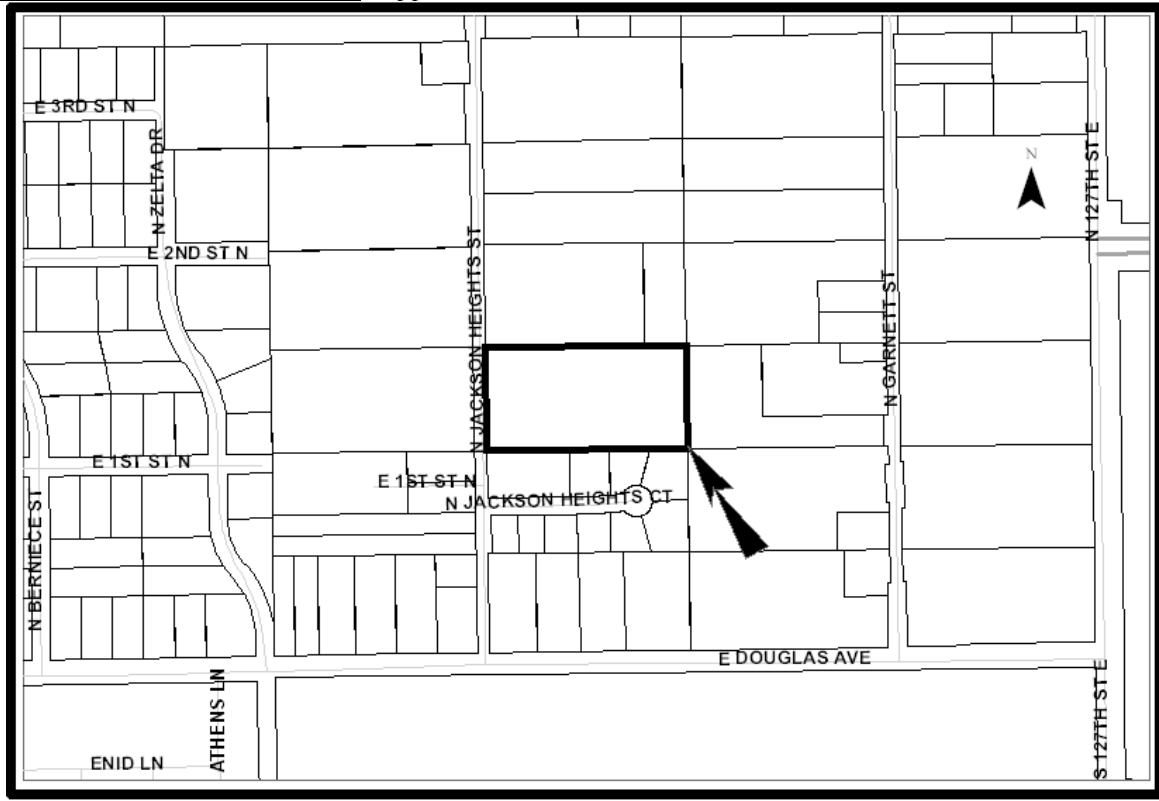
SUBJECT: CON2007-38 – Conditional Use for an accessory apartment; generally located west of 127th Street East and north of Douglas Avenue. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (12-0).

MAPD Staff Recommendations: Approve.



Background: The applicants are requesting a Conditional Use to allow an accessory apartment on Lot 16, Gilda's Gardens Addition, a 5-acre lot located at 200 N Jackson Heights Street. The applicants will live in their existing 16-foot (x) 76-foot manufactured home, while one of the couple's 77 & 79 year old parents will live in either a stick frame, modular or residential designed manufactured home. Because of the parents' age and medical conditions they require care. The subject site is zoned "SF-5" Single-family Residential. Because the proposed additional structure will contain a kitchen, bathroom and sleeping quarters, it is classified as a dwelling unit and thus requires a "Conditional Use" approval for an accessory apartment.

The immediate area is characterized by large lot/tract single-family residential development with "SF-5" zoning located on the north side of Douglas Avenue. The exceptions are five (5) "TF-3" Duplex-residential zoned (ZON2004-10) lots, abutting the south side of the subject site. The other exception is the applicants' residence, which is one of three mobile homes in the larger area between 127th Street East to Jackson Heights Street, north of Douglas, which staff found when driving the area.

The lots and tracts in the area generally range from 0.25-acres to over 4-acres with the houses on them having been built (GIS sampling) anywhere from the 1920s to 1980, with the majority having been built during the 1940s and 1950s. Materials used on the houses vary from brick, to brick and wood or composite siding, to wood or composite siding, or vinyl siding. Some of the larger lots, with houses on them, also have outbuildings on them, allowing these property owner's to keep their horses on their properties. The area also features lots of mature trees, landscaping and some mixed tree hedges. South of Douglas Avenue there is undeveloped, "SF-20" zoning, in a small isolated part of Sedgwick County, and a large manufactured housing park. The subject site is on Jackson Heights Street, a two-lane asphalt residential street with open ditches.

The site plan shows the applicants' residence, the proposed accessory apartment located in front of the existing residence, and a 30-foot (x) 50-foot pole barn. No size is given for the proposed accessory apartment. The applicants' manufactured home is registered with the Office of Central Inspection (OCI) as a legal nonconforming land use, a 'mobile home' on "SF-5" zoned property; a movable (not located on a permanent foundation) detached dwelling unit that was manufactured according to standards prior to 1976 or that does not conform to the Manufactured Home Construction and Safety Standards Act (HUD code), per Art II. Sec II-B, 8(k) of the Unified Zoning Code.

The proposed accessory apartment will have to meet the standards for a conforming single-family residence, which include the UZC's 'residential-design manufactured home' standards, which is an upgrade to the applicants' legal non-conforming mobile home. Because the accessory apartment will have to meet the City's standards for a permanent single-family residence it will in fact become the primary residence, while the legal non conforming mobile home becomes a temporary accessory apartment, where the care givers/applicants will continue to live.

The Unified Zoning Code's Conditional Use requirements for accessory apartments are as follows:

- (a) A maximum of one accessory apartment may be allowed on the same lot as a single-family dwelling;
- (b) The appearance of an accessory apartment shall be compatible with the main dwelling and with the character of the neighborhood;
- (c) The accessory apartment shall remain accessory to and under the same ownership as the principal single-family dwelling, including that it shall not be subdivided or sold as a condominium.
- (d) The water and sewer service provided to the accessory structure shall not be provided as separate service from the main dwelling.

Analysis: There was one speaker in opposition to the request at the MAPC meeting on October 18, 2007. The speaker's protest was in regards to the accessory apartment not having its own sewer and water and thus avoiding the cost of having a separate water and sewer system for the accessory apartment. The MAPC voted unanimously (12-0) to recommend approval of the Conditional Use, subject to the following conditions being completed within two (2) years:

- (1) The existing legal nonconforming mobile home shall become a temporary accessory apartment at the time that a stick frame house, a modular home or a residential designed manufactured home is placed on Lot 16, Gilda's Gardens Addition, a 5-acre lot located at 200 N Jackson Heights Street; the site. The stick frame house, modular home or residential designed manufactured home shall become the primary residence on the site and conform to Art. IV, Sec IV-D of the Unified Zoning Code (UZC) for residential design manufactured homes and shall comply with the all of the City's standards, permits and inspections for a permanent single-family residence. The appearance of the primary structure shall be compatible with the single-family residences of the neighborhood. The applicants have two-years to place a permanent primary residence on the site or the Conditional Use shall be considered null and void.
- (2) The primary structure and the temporary accessory apartment shall be subject to all requirements of Art III, Sec III-D.6.a of the UZC, for accessory apartments
- (3) A restrictive covenant will be recorded with the Register of Deeds that will state that the existing legal non conforming mobile home will be removed from the site within 90 days when care of the current applicants' parents is no longer required or ceases. This will end the Conditional Use for an accessory apartment.
- (4) The site will be generally developed as shown on an approved site plan, obtaining and conforming to all applicable permits, including but not limited to building, health, and zoning, including connection to City water & sewer.
- (5) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VII hereof, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

During the subsequent two-week protest period following the MAPC meeting, Staff received two (2) protests, however only one was within the 200-foot protest area. Because of the protest the Conditional Use request must proceed to the Council for consideration and final action. The protest equals 28.09% of the total land area, which (because it is over 20% of the total land area) requires a $\frac{3}{4}$ majority vote by the Council to override neighborhood protest. The other protest has appeal standing. The protester gave no reason for their protest, while the neighbor with appeal standing thought that the applicant was trying to avoid the cost of having separate water and sewer systems for the accessory apartment.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the Conditional Use, subject to its conditions including the voluntary restrictive covenant (requires a $\frac{3}{4}$ majority vote by the Council to override neighborhood protest); or
2. Deny the application, by making alternative findings, and override the MAPC recommendation (requires a two-thirds majority vote to override the MAPC's recommendation); or
3. Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: A07-18R Request by Victor White, Director of Airports, on behalf of the Wichita Airport Authority, to annex land generally located east of Webb Road, to the north and south of 45th Street. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City received a request to annex 187.58 acres of land generally located east of Webb Road, to the north and south of 45th Street North. The annexation area abuts the City of Wichita to the south and southwest. The property owner does not anticipate development of this property, because a portion of this property is within the Runway Protection Zone and the Runway Approach area.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 187.58 acres of property currently zoned "RR" Rural Residential. Upon annexation, the "RR" Rural Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north and east is primarily undeveloped, of which property within the County is zoned "RR" Rural Residential. Property directly to the northeast is within the City of Bel Aire and is zoned as Agricultural. Property to the south is the Colonel James Jabara Airport and is zoned as "LI" Limited Industrial. Property to the west, south of 45th Street, is currently being developed and is zoned as "SF-5" Single-Family Residential. Property to the west, north of 45th Street is within the City of Bel Aire and is zoned as Agricultural at this time. Bel Aire's Planning Commission recently recommended approval of a zone change from Agricultural to "C2" Commercial with a PUD Overlay, and it is currently awaiting City Council approval and publication.

Public Services: There is a 20" water main along the west side of the subject property, along the west side of Webb Road, with stubs across Webb Road at 43rd Street North and 45th Street North. There is an 8" sewer line in the Sand Plum Addition, across Webb Road from the southwest corner of the subject property.

Street System: The subject property borders Webb Road to the west, which is a paved, four-lane road. 45th Street North runs through the subject property, which is a dirt road. 43rd Street North runs directly south of the subject property and then curves south, turning into Lindberg Street and running along the west edge of the subject property. 43rd Street North is a paved, two-lane road. The City of Wichita Capital Improvement Program (CIP) 2007-2016, the 2006 Transportation Improvement Program, and the Sedgwick County Capital Improvement Program 2008-2012 do not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within a five (5) to six (6) minute approximate response time from City Fire Station No. 18, located at 2808 North Webb Road. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 East 21st Street North.

Parks: The Northeast Sports Complex, a 60-acre park, is located 1 1/2 miles to the south of the proposed annexation site and is currently being developed for youth athletics. Chisholm Creek Park, a 281-acre park, is located approximately 3 miles to the southwest of the proposed annexation site and contains a 4.2-mile nature trail, two fishing ponds, picnic tables, grills, an open shelter, and two restroom facilities. According to the 1996 Parks and Open Space Master Plan, a potential future pathway has been proposed that would run along the west edge of the subject property on Webb Road, as well as, through the property starting at the intersection of 45th Street and Webb Road, running southeast toward the intersection of Greenwich Road and 37th Street North.

School District: The annexation property is part of the Unified School District 375 (Circle School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$237,460 with a total assessed value of \$31,232. This property is owned by the Wichita Airport Authority and is therefore tax exempt.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in maintaining safe and dependable transportation systems by ensuring that the Wichita Airport Authority's Runway Protection Zone and Runway Approach area is within the City of Wichita's jurisdiction.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Land generally located east of Webb Road, to the north and south of 45th Street North.

Address:		Reason(s) for Annexation:	
187.58	Area in Acres	<input checked="" type="checkbox"/>	Request
0	Existing population (est.)	<input type="checkbox"/>	Unilateral
0	Existing dwelling units	<input type="checkbox"/>	Island
6	Existing industrial/commercial units	<input type="checkbox"/>	Other:
Existing zoning:		"RR" Rural Residential	

OCA150005 BID #37529-009 CID #76383

PUBLISHED IN THE WICHITA EAGLE ON_____

ORDINANCE NO. _____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.
(A07-18)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq,
hereby annexes the following blocks, parcels, pieces and tracts of land and they are
hereby included and brought within the corporate limits of the City of Wichita, Kansas
and designated as being part of City Council District II respectively:

A tract of land in Governmental Lots 1, 3 and 4 and the South Half of the Northeast Quarter of Section 28, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; Beginning at the Northwest corner of the Northeast Quarter of Section 28, Township 26 South, Range 2 East; thence bearing N 89 degrees 01'39" E, along the North line of said Northeast Quarter, a distance of 595.46 feet; thence bearing S 06 degrees 02'48" W, parallel with and 875 feet Easterly of the extended centerline of the Jabara Airport runway, a distance of 2,653.57 feet to the South line of said Northeast Quarter; thence bearing S 89 degrees 09'18" W along the South line of said Northeast Quarter, a distance of 283.35 feet to the Southwest corner of the Northeast Quarter; thence bearing N 00 degrees 42'20" W, along the West line of said Northeast Quarter, a distance of 2,633.08 feet to the point of beginning, EXCEPT for that part designated as 45th Street right-of-way.

AND

The South Half of the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6th P.M., EXCEPT for that part designated as Webb Road right-of-way AND EXCEPT for that part designated as 45th Street North right-of-way.

AND

The North Half of the Northwest Quarter and the north 100 feet of the South Half of the Northwest Quarter of Section 28, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, except the following described parcel:

Beginning at the Northeast corner of the Northwest Quarter, Section 28, Township 26 South, Range 2 East; thence bearing S 00 degrees 42'20" E along the East line of said Northwest Quarter a distance of 1316.54 feet to the Southeast corner of the North Half of said Northwest Quarter, also being the Southeast corner of Government Lot 5; thence continuing bearing S 00 degrees 42'20" E, a distance of 100 feet; thence bearing S 89 degrees 10'32" W, along the South line of the north 100 feet of the South Half of the Northwest Quarter, a distance of 1301.77; thence bearing N 02 degrees 29'03" W, a distance of 100.05 feet to the North line of the South Half of the Northwest Quarter; thence continuing bearing N 02 degrees 29'03" W, a distance of 123.36 feet; thence bearing N 06 degrees 02'48" E parallel with and 875 feet westerly of the extended centerline of the Jabara Airport runway, a distance 1202.28 feet to the North line of said Northwest Quarter; thence bearing N 89 degrees 11'45" E along the North line of said Northwest Quarter, a distance of 1167.33 feet to the point of beginning, EXCEPT for that part designated as 45th Street North Right-of-way AND EXCEPT for that part designated as Webb Road right-of-way.

AND

A tract of land in the North Half and the north 100 feet of the South Half of the Northwest Quarter Section 28, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows:

Beginning at the Northeast Corner of the Northwest Quarter, Section 28, Township 26 South, Range 2 East; thence bearing S 00 degrees 42'20" E along the East line of said Northwest Quarter a distance of 1316.54 feet to the Southeast corner of the North Half of said Northwest Quarter, also being the Southeast corner of Government Lot 5; thence continuing bearing S 00 degrees 42'20" E, a distance of 100 feet; thence bearing S 89 degrees 10'32" W, along the South line of the north 100 feet of the South Half of the Northwest Quarter, a distance of 1301.77; thence bearing N 02 degrees 29'03" W, a distance of 100.05 feet to the North line of the South Half of the Northwest Quarter; thence continuing bearing N 02 degrees 29'03" W, a distance of 123.36 feet; thence bearing N 06 degrees 02'48" E parallel with and 875 feet westerly of the extended centerline of the Jabara Airport runway, a distance of 1202.28 feet to the North line of said Northwest Quarter; thence bearing N 89 degrees 11'45" E along the North line of said Northwest Quarter, a distance of 1167.33 feet to the point of beginning, EXCEPT for that part designated as 45th Street North Right-of-way.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: A07-19R Request by Cory Shackelford of LCS Enterprises, Inc. to annex land generally located east of 143rd Street East, between Pawnee Road and Harry Street. (island annexation; District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Initiate the annexation process and adopt the resolution.

Background: The City received a request to annex 46.9 acres of land generally located east of 143rd Street East, between Pawnee Road and Harry Street. Since the subject property does not abut the City of Wichita, this is an island annexation request. The property owner anticipates that the proposed property will be developed as Cambria Addition, with 40 single-family homes within the next five years. A plat was submitted to the Metropolitan Area Planning Department and is currently under review.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 46.9 acres of property currently zoned "SF-20" Single-Family Residential. Upon annexation, the "SF-20" Single-Family Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north, east, south and west is primarily undeveloped, with only a few scattered homes, and is zoned "SF-20" Single-Family Residential.

Public Services: The closest water line is a 16" line that runs east, west and north at the intersection of Harry Street and 143rd Street East. A sewer main is currently in design to serve the subject property, as well as, other areas. It will be coming from an existing 18" main in the Whispering Lake Estates Addition to the northeast of the subject property.

Street System: The subject property borders 143rd Street East to the west, which is a paved, two-lane road. The City of Wichita Capital Improvement Program (CIP) 2007-2016, the Sedgwick County Capital Improvement Program 2008-2012 and the 2006 Transportation Improvement Program do not call for improvements adjacent to the proposed annexation site. Future improvements to 143rd Street East may be required as a condition of plat approval.

Public Safety: Fire services to this site can be provided by the City of Wichita within a seven (7) to eight (8) minute approximate response time from City Fire Station No. 6 and 38, located at 1010 North 143rd Street East. In addition, the City is currently in the process of designing a new Fire Station No. 20, which will be located at Kincaid and Greenwich Road. This new fire station would have about the same response time as Fire Station No. 6 and 38, but would serve as an additional resource to this area. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 South Edgemoor.

Parks: The WB Harrison Park, a 40-acre park, located approximately 3 miles northwest of the subject property and contains 2 tennis courts, a softball diamond, a rugby field, a children's play area with 3 benches, a restroom, a paved 0.75 mile exercise/fitness trail, a fishing pond and two parking areas, one paved and one unpaved. The Towne Park, a 4-acre park, located 3 1/2 miles to the southwest of the subject property and contains a children's play area, a paved, exercise/fitness trail and a pond with a deck.

School District: The annexation property is part of the Unified School District 259 (Wichita School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$8,300 with a total assessed value of \$2,490. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$78 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that 40 single-family homes will be developed in the next five years. The total appraised value of this development after completion is estimated at \$14,000,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$50,564 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the effective delivery of municipal services in support of urban growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Initiate the annexation process and adopt the resolution.

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Land generally located east of 143rd Street East, between Pawnee Road and Harry Street..

Address:		Reason(s) for Annexation:	
46.9	Area in Acres		Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units	X	Island
0	Existing industrial/commercial units		Other:
Existing zoning:		"SF-20" Single-Family Residential	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WICHITA, KANSAS REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS TO MAKE CERTAIN FINDINGS REGARDING THE ANNEXATION OF PROPERTY.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body of the City of Wichita, Kansas hereby finds that a request for annexation of the following described land has been presented to it by the following property owners.

That part of the SW1/4 of Section 36, T27S, R2E of the 6th P.M., Sedgwick County, Kansas, described as commencing at the northwest corner of said SW1/4; thence S89°48'32"E, along the north line of said SW1/4, 40.00 feet for a place of beginning; thence continuing S89°48'32"E, along said north line, 1737.00 feet; thence S44°14'09"W, 322.00 feet; thence S11°01'16"W, 126.00 feet; thence S34°51'21"E, 155.00 feet; thence S41°53'26"W, 277.00 feet; thence N88°38'14"W, 70.00 feet; thence S40°39'47"W, 155.00 feet; thence S08°47'08"W, 287.00 feet; thence N85°43'21"W, 188.00 feet; thence S55°32'56"W, 206.00 feet; thence S06°13'33"W, 202.00 feet; thence S48°02'58"E, 120.00 feet; thence S39°58'11"W, 214.00 feet; thence S75°03'46"W, 358.00 feet; thence S42°11'12"W, 110.00 feet; thence N31°34'45"W, 110.00 feet; thence N70°03'54"W, 174.00 feet; thence N48°08'50"W, 143.00 feet to a point 40.00 feet East of the west line of said SW1/4; thence N00°04'42"W, parallel with said west line, 1566.00 feet to the place of beginning.

Property Address - Land generally located east of 143rd Street East, between Pawnee Road and Harry Street.

Property Key Number - MI 00239

Property Owner - Cory M. Shackelford, with LCS Enterprises, Inc.

The governing body further finds that the above-described properties do not adjoin land within the boundaries of the City of Wichita. The governing body further finds that such annexation, at the request of the property owner, is advisable, desirable, and beneficial and in the interest of the public.

SECTION 2. The City of Wichita, Kansas hereby respectfully requests that the Board of County Commissioners of Sedgwick County, Kansas find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Sedgwick County, Kansas all as provided in K.S.A. 12-520c.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, THIS __ of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
November 20, 2007

TO: Mayor and City Council Members

SUBJECT: A07-22R Request by Rob Ramseyer of Ritchie Development Corporation & Greenwich/4, LLC to annex land generally located to the southwest of the intersection of 29th Street North and 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

Background: The City has received a request to annex 78.94 acres of land generally located southwest of the intersection of 29th Street North and 127th Street East. The annexation area abuts the City of Wichita to the south and west. The property owner anticipates that the proposed property will be developed with approximately 178 single-family units.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 78.94 acres of property currently zoned "RR" Rural Residential, which upon annexation will convert to "SF-5" Single-Family Residential. Property to the north and east of the subject property is zoned "RR" Rural Residential and is primarily undeveloped at this time. Property to the south and west is zoned "SF-5" Single-Family Residential. Property to the south is currently being developed as The Fairmont Addition with single-family residential. Property to the west is currently undeveloped, but it is anticipated that commercial and industrial property will be developed within the next ten years, a development known as the Greenwich Business Center.

Public Services: The nearest water line is a 16" line in 127th Street East, coming from 21st Street North and ending at the southeast corner of the subject property. The nearest sewer line is a 15" main near the middle of the south line of the subject property, which is ready to be extended north through the subject property.

Street System: The subject property borders 29th Street North to the north and 127th Street East to the east, both of which are dirt roads. The City of Wichita Capital Improvement Program (CIP) 2007-2016 calls for improvements along 127th Street East from 13th Street to 29th Street North. The 2006 Transportation Improvement Program and the Sedgwick County Capital Improvement Program 2008-20012 do not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within a five (5) to six (6) minute approximate response time from City Station No. 18, located at 2808 N. Webb Rd. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 S. Edgemoor.

Parks: The Northeast Sports Complex is located approximately one mile to the west of the proposed annexation site and is currently being developed to accommodate youth athletics including softball, baseball and soccer. In addition, a pathway has been developed to the southwest of the subject property.

School District: The annexation property is part of the Unified School District 375 (Circle School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$15,710 with a total assessed value of \$4,199. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$132 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property, and the current mill levy. At this time, the property owner is anticipating that approximately 178 single-family units will be developed within the next four years. The total appraised value of the property after completion is estimated at \$21,360,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$77,146 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Land generally located southwest of the intersection of 29th Street and 127th Street.

Address:		Reason(s) for Annexation:	
78.94	Area in Acres	<input checked="" type="checkbox"/>	Request
0	Existing population (est.)	<input type="checkbox"/>	Unilateral
0	Existing dwelling units	<input type="checkbox"/>	Island
0	Existing industrial/commercial units	<input type="checkbox"/>	Other:
Existing zoning:		"RR" Rural Residential	

OCA150005 BID #37529-009 CID #76383

PUBLISHED IN THE WICHITA EAGLE ON _____

ORDINANCE NO. _____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.
(A07-22)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II respectively:

All of Government Lot 1, lying within the NE ¼, Sec. 3, TWP. 27-S, R-2-E of the 6th P.M., Sedgwick County, Kansas, together with the E ½ of the S ½ of the NE ¼ of said Sec. 3, EXCEPT that part designated as 29th Street North right-of-way AND EXCEPT that part designated as 127th Street East right-of-way.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Wichita Airport Authority

SUBJECT: Colonel James Jabara Airport
Drainage Study

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital project budget and contract.

Background: Airfield development projects are included in the Capital Improvement Program.

Analysis: Pending tenant development requires the study of airport drainage. Professional Engineering Consultants submitted the only proposal and the Staff Screening and Selection Committee concurred with Airport staff to enter into a contract for services.

Financial Considerations: The contract with Professional Engineering Consultants for the drainage study is \$70,824. The project budget is \$80,000 and funding will be from General Obligation bonds paid for with Airport Revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through the development of infrastructure to serve the aviation community.

Legal Considerations: The Law Department has approved the contract and the authorizing resolution as to legal form.

Recommendations/Actions: It is recommended the Wichita Airport Authority approve the contract, adopt the resolution, approve the capital budget, and authorize necessary signatures.

Attachments: Five original signature copies and 12 distribution copies of the contract.

CONTRACT
for
CONSULTING SERVICES
between
WICHITA AIRPORT AUTHORITY
and

PROFESSIONAL ENGINEERING CONSULTANTS

THIS CONTRACT, made this _____ day of _____, 2007 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and Professional engineering Consultants, 303 S. Topeka, Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Colonel James Jabara Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the Drainage Study (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS, the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBIT A.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in Article I, SCOPE OF SERVICES.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.
 1. This Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas.
 2. To submit to the OWNER in a timely manner, editable, electronic files of all studies, surveys, mapping and drawings in AutoCAD format and reports in Microsoft Word.

3. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement.
4. To maintain all books, documents, papers, accounting records, and to make such material available at the CONSULTANT'S office at reasonable times during the contract period, and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives.
5. That the CONSULTANT shall not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

The CONSULTANT assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

6. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in EXHIBIT A.
7. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant invoices to the CONSULTANT for the same billing period. Payment to subconsultants, for satisfactory performance shall be made within 30 days of receipt of payment and

no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

8. To complete and deliver the study to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT C, attached hereto and incorporated herein by reference.
9. To covenant and represent to be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees, covenants and represents that Services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.

CONSULTANT further agrees, covenants and represents, that all specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

"Notwithstanding any thing to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

10. To procure and maintain such insurance as will protect the CONSULTANT from damages resulting from negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement and for which they are legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to deductible of not more than \$100,000.00. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER. In addition, a Worker's Compensation and Employer's Liability policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall not be less than \$500,000 for each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT for the duration of the project that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees, or subcontractors in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. The Wichita

Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations on Wichita Mid-Continent Airport or Colonel James Jabara Airport, whichever is applicable. Satisfactory Certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT starts any work under this Agreement. The CONSULTANT shall maintain such insurance through the duration of the PROJECT. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

11. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.
12. That all information provided by the OWNER and/or developed for the Project shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
13. Within the public domain at the time of its disclosure.
14. Required to be disclosed by a court of competent jurisdiction or Government order.
15. Approved by the OWNER for publicity.
16. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.
17. That unless the OWNER has authorized in writing an increase in funds established for the construction estimates of cost, the CONSULTANT agrees to make any such revisions in plans and specifications as are necessary and as are satisfactory to the OWNER, to bring the PROJECT within the approved estimated cost, such revisions to be made at its own expense without cost to the OWNER, whether or not said plans and specifications have theretofore been approved by the OWNER; provided, that if said plans and specifications have been approved by the OWNER, should the OWNER desire any material changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the PROJECT within the estimate, the OWNER shall pay the CONSULTANT the cost of making such revisions.

ARTICLE III - THE OWNER AGREES:

18. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.
19. To provide standards, as available, for the PROJECT.

20. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
21. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.

ARTICLE IV - PAYMENT PROVISIONS:

22. Payment to the CONSULTANT for the performance of services shall be a lump sum fee amount of \$70,824.00. (EXHIBIT D)
23. Payment to the CONSULTANT for the performance of the construction phase services shall be a cost plus fixed fee to be negotiated at a later date.
24. If an addition or deduction of work should be necessary, by virtue of a change in the scope of the proposed PROJECT, or by the OWNER'S request for a change in services, the CONSULTANT will be given written notice by the OWNER along with a request for an estimate of the fee for the change in such services; but no additional work shall be performed, nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
25. Final payment shall not occur until all work is complete and approved by the OWNER.

ARTICLE V - THE PARTIES HERETO MUTUALLY AGREE:

26. TERMINATION OF CONTRACT
27. That the right is reserved to the OWNER to terminate this Agreement or any portion of phase of this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned; PROVIDED, however, that in such case the CONSULTANT shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.
28. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the

account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the OWNER for those costs associated with the remedy of the breach of terms.

29. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
 30. That the deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.
 31. That the services to be performed by the CONSULTANT under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the OWNER.
- D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.
- E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
32. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
 33. For good cause, and as consideration for executing this Agreement, the CONSULTANT, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.
 34. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
 35. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.

36. The CONSULTANT hereby certifies that:
37. The CONSULTANT has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above CONSULTANT) to solicit or secure this Agreement.
38. The CONSULTANT has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
39. The CONSULTANT has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).
40. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk


By: _____
Carl Brewer, President
"OWNER"

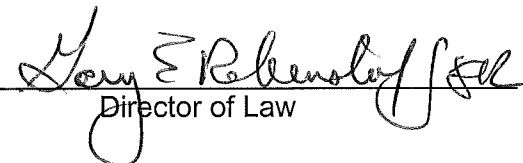
By: _____
Victor D. White, Director of Airports

ATTEST:

Professional Engineering Consultants
303 S. Topeka
Wichita, Kansas

By: _____
Title: _____

By: 
Title: V.P.
"CONSULTANT"

APPROVED AS TO FORM:  Date: _____
Director of Law

ATTACHMENTS: EXHIBIT A – Scope of Services and Maps
EXHIBIT B – Equal Employment Opportunity
EXHIBIT C – Project Schedule
EXHIBIT D – Fee Schedule

October 18, 2007

SCOPE OF SERVICES

Jabara Comprehensive Drainage Study

The CONSULTANT agrees to furnish and perform the various engineering and technical services for the PROJECT in accordance with the following Scope of Services to the requirements of the Wichita Airport Authority (OWNER). The purpose of the PROJECT is to map and study portions of Colonel James Jabara Airport to develop viable options for storm water detention for current and future development. The following Scope of Services has been developed based on RFP No. FP700048 and subsequent meetings with Wichita Airport Authority (WAA) staff. The OWNER will provide the potential development areas as the study progresses for evaluation by the CONSULTANT.

SCOPE OF SERVICES:

- A. Provide photogrammetric mapping services to provide 1' contour intervals and 1/4' color digital orthophotos (flown at 250' negative scale). The area to be mapped is identified as the Study Area on the attached "Airport Layout Map".
- B. Provide field surveys to set 20 control points for the mapping and up to 6 benchmarks as directed by the OWNER.
- C. Provide topographic survey to locate the fence along east property line.
- D. Provide topographic survey to locate on-site drainage structures including storm sewer for inclusion on the contour map. Structures will be shown on the final base map with hardshot flowline tags.
- E. Provide topographic survey of obscured areas as necessary to supplement aerial ground mapping including the drainage swales on the north and east portions of the property.
- F. Conduct drainage study of existing and future airport development and identify possible improvements in the two specified areas, as shown on the attached map, to detain stormwater runoff in accordance with City of Wichita and FAA regulations.
- G. Locate and/or monument approximately 8 control points identified on the attached "Southwest Survey Plan".

October 18, 2007

- H. Research property ownership along south property line north of Highway K-96. Locate and/or monument property irons as shown on the attached "Southwest Survey Plan", document and present horizontal and vertical data to OWNER.
- I. Study shall include identifying options for incorporation of wetland mitigation, if determined to be necessary, into the overall drainage detention solution.
- J. Prepare preliminary report for OWNER review.
- K. Attend meetings as necessary to gather input, present/review study results and document decisions.
- L. Prepare Final Report making modifications as required based on decisions from OWNER review. Deliverables shall include aerial photo map with existing 1' interval contours accurately overlain on the map. The map will **not** include topographic features including line work showing existing edge of pavement, buildings, trees, etc..., except as previously noted in items C and D. Map will identify all control points, property irons and benchmarks occupied during the course of the study and will report horizontal and vertical coordinate data in accordance with established state plane coordinate system. Latitude and Longitude values in accordance with FAA requirements will also be report for control points.

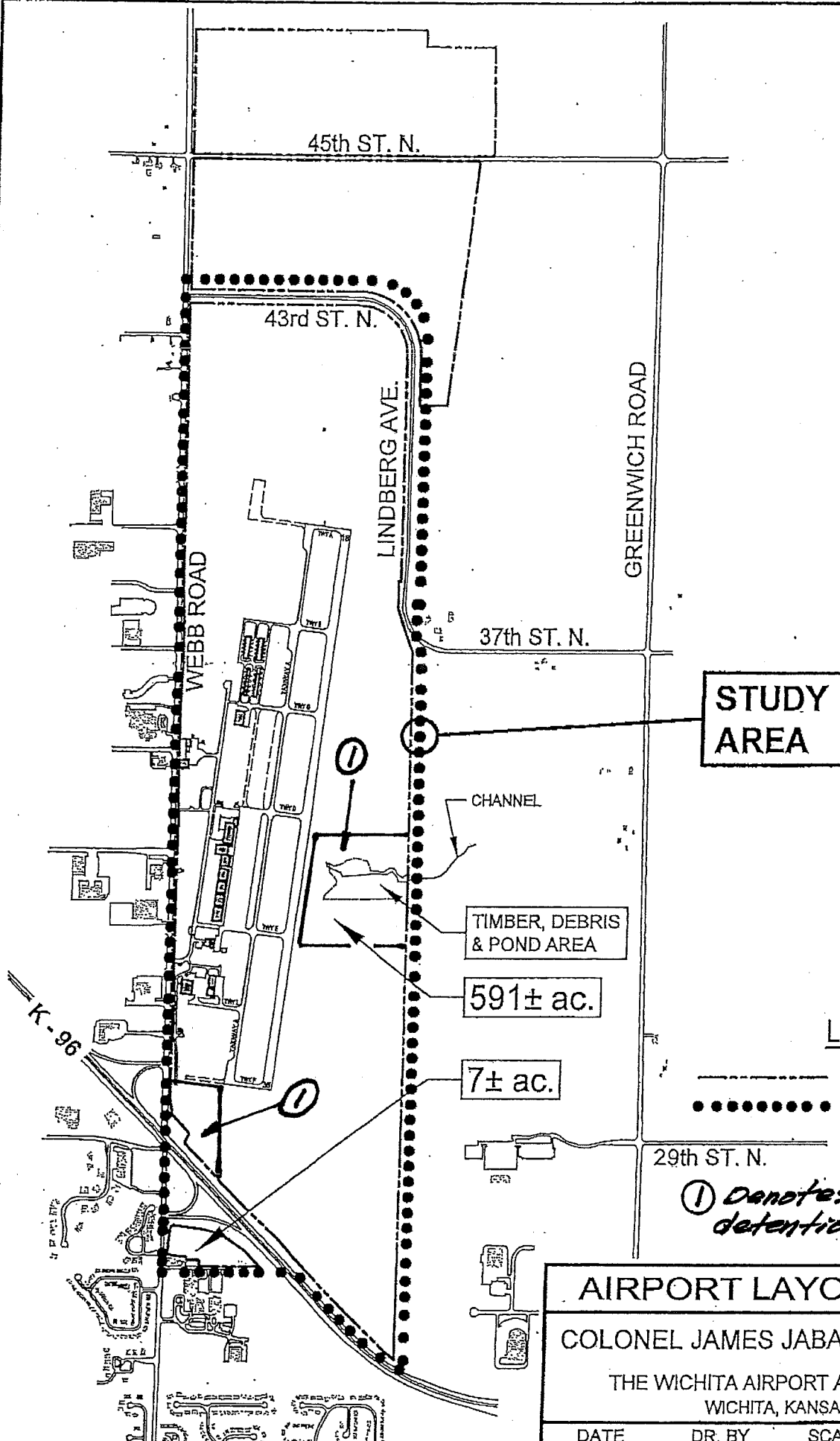
SCHEDULE:

The CONSULTANT shall commence work on the PROJECT within ten (10) days following authorization by the OWNER to proceed and shall submit Final Study report in accordance with the attached schedule except for delays beyond the control of CONSULTANT.

COMPENSATION:

CONSULTANT will complete SCOPE OF SERVICES for a lump sum fee of \$70,824 generally in accordance with the attached "Summary of Engineering Design Fees".

EXHIBIT A



STUDY AREA

LEGEND

- PROPERTY LINE
- STUDY LIMITS

① Denotes possible detention basin.

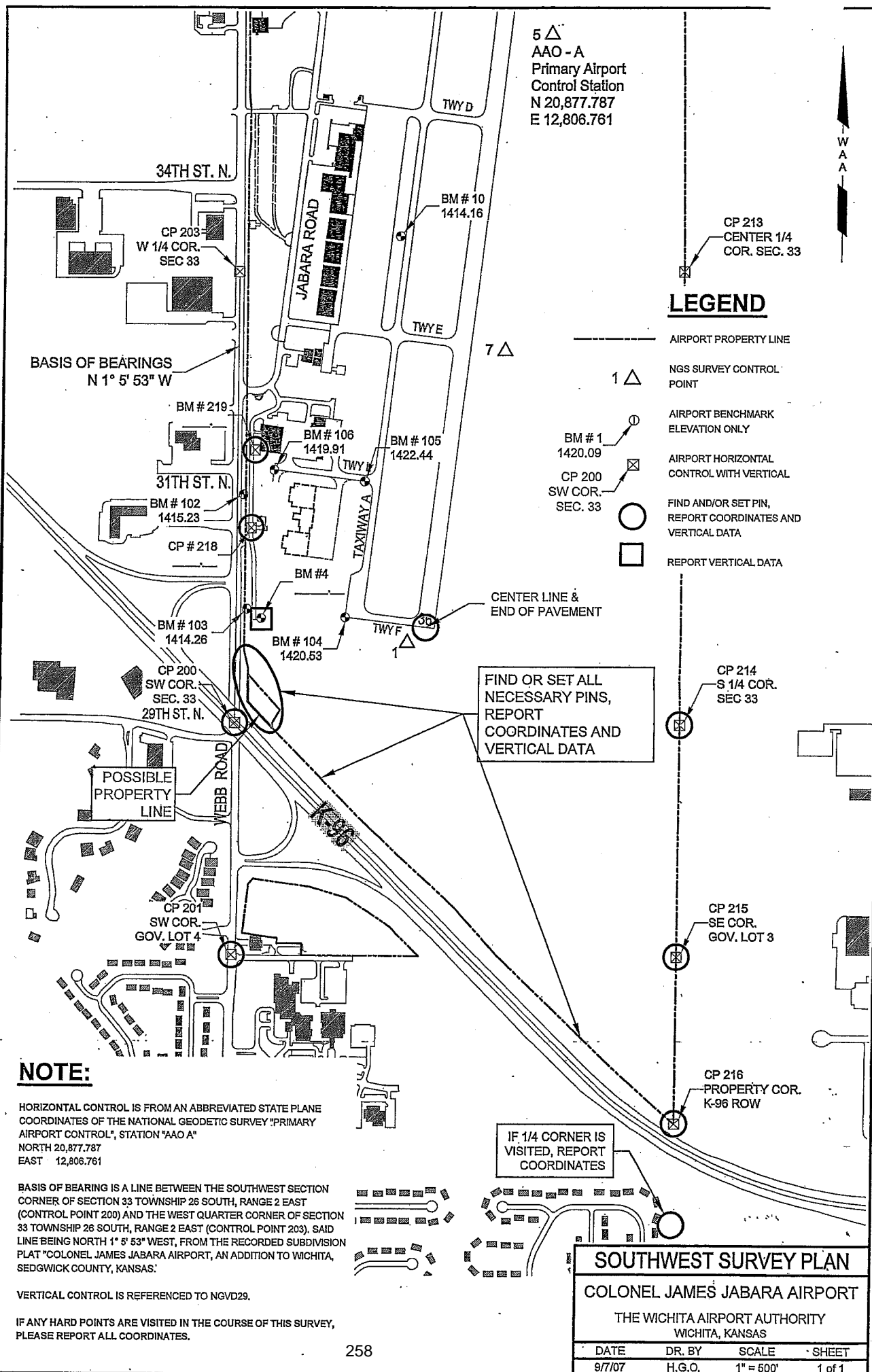
AIRPORT LAYOUT MAP

COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
7/19/07	H.G.O.	1" = 1500'	1 of 1

D:\Drawings\JABARA\210-Drainage\Studies\2007.dwg, 8.5x11 Portrait, Lantier, 7/19/2007 11:28:32 AM



**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the CONSULTANT or SUBCONSULTANT, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

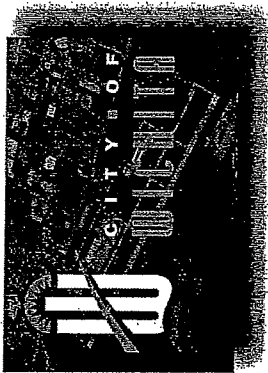
- A. During the performance of this contract, the CONSULTANT, SUBCONSULTANT, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The CONSULTANT shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the CONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the CONSULTANT shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the CONSULTANT is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the CONSULTANT shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The CONSULTANT shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such SUBCONSULTANT or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, CONSULTANT or SUBCONSULTANT shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, CONSULTANT or SUBCONSULTANT shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, CONSULTANT or SUBCONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, CONSULTANT or SUBCONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, CONSULTANT or SUBCONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, CONSULTANT or SUBCONSULTANT will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, CONSULTANT, or SUBCONSULTANT fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, CONSULTANT or SUBCONSULTANT shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, CONSULTANT or SUBCONSULTANT shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each SUBCONSULTANT, subvendor or subsupplier.
5. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the Department of Finance as stated above, the CONSULTANT shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those CONSULTANTs, SUBCONSULTANTs, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, CONSULTANTs or SUBCONSULTANTs who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such CONSULTANT, SUBCONSULTANT, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



CITY OF WICHITA
AIRPORT/ENGINEERING
 Colonel James Jabara Airport
 Comprehensive Drainage Study
PROPOSED SCHEDULE

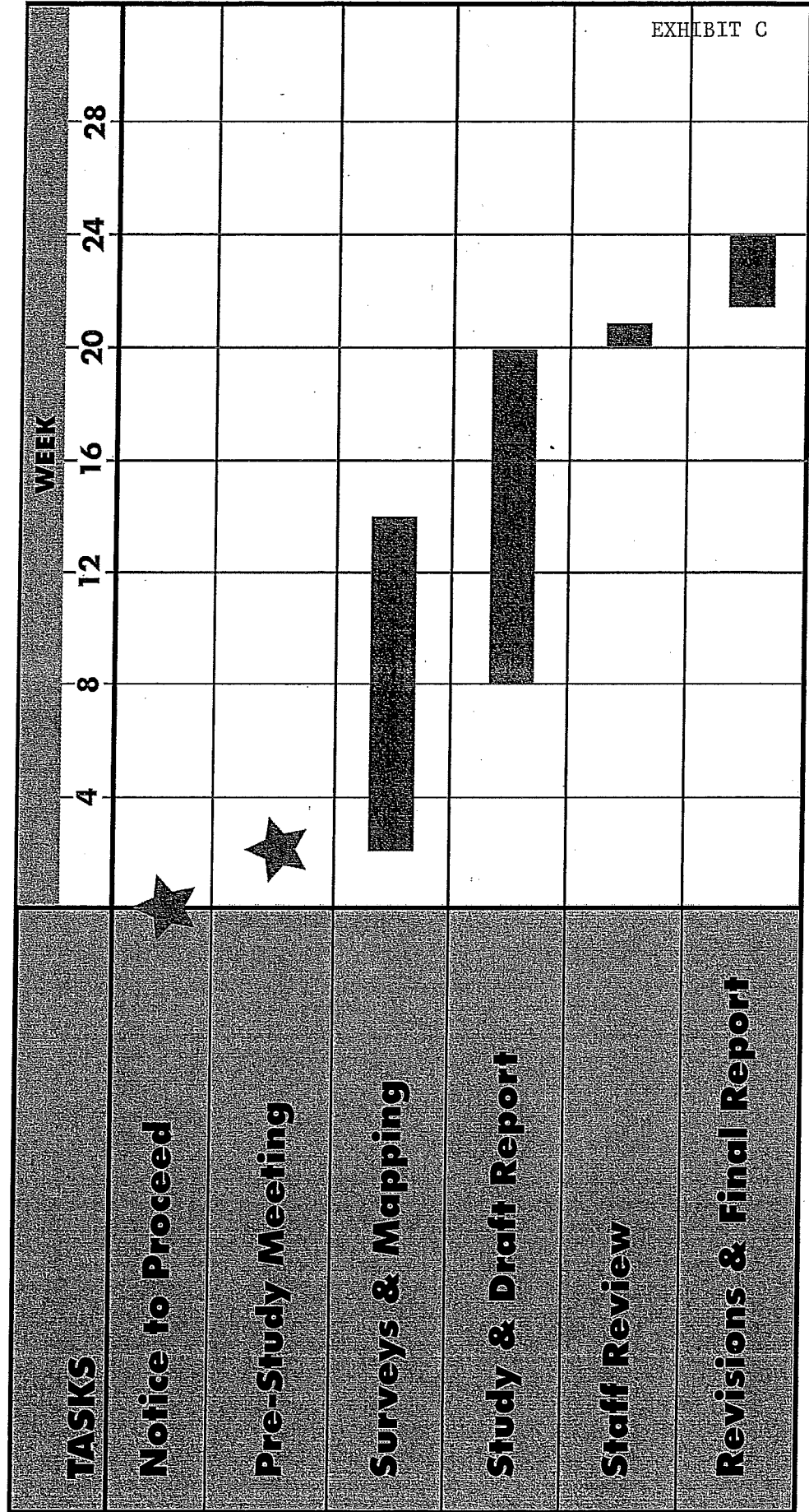


EXHIBIT D

Oct. 18, 2007

Summary of Engineering Design Fees

<u>Task</u>	<u>Man-hours</u>	<u>Fee</u>	<u>Expenses</u>	<u>Total</u>
<u>PEC Services</u>				
Property research, BM's, Control and PL survey	72	\$5,600	\$0	\$5,600
Hydraulic and Hydrologic Analysis/Study	332	\$23,904	\$400	\$24,304
Meetings and Coordination	60	\$4,320	\$0	\$4,320
<u>Sub-Totals PEC</u>	<u>464</u>	<u>\$33,824</u>	<u>\$400</u>	<u>\$34,224</u>
<u>Subconsultant Services</u>				
Aerial Mapping (Aero-Metrics Inc. +/- 3" accuracy) <u>Ruggles and Bohm, P.A.</u>			\$19,900	\$19,900
Survey and Base Plan preparation including, Drainag	196	\$16,700		\$16,700
<u>Sub-Totals Subconsultants</u>	<u>196</u>	<u>\$16,700</u>	<u>\$19,900</u>	<u>\$36,600</u>
 Grand Totals	 660	 \$50,524	 \$20,300	 \$70,824

(Published in the Wichita Eagle on _____, _____.)

RESOLUTION NO. _____

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE COLONEL JAMES JABARA AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically,

Drainage Study

to the Colonel James Jabara Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be Eighty Thousand Dollars (\$80,000), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

OCA = 500496; UC1 = 1008

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____, _____.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

**City of Wichita
City Council Meeting
November 20, 2007**

TO: Wichita Airport Authority

SUBJECT: Agreement – Enterprise Leasing Company-Southwest d/b/a Enterprise Rent-A-Car

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: In 1993, Enterprise entered into an agreement with the WAA to operate as an off-airport rental car provider. In 2003, they began leasing space within the terminal as an on-airport provider. As a result of increases in their airport transactions, Enterprise is desirous of constructing a service center on Mid-Continent Airport to make their operations more economical and to better serve their airport customers.

Analysis: Enterprise is desirous of leasing three acres of land to construct a vehicle service center north of the Hertz Service Center in the midfield area of Mid-Continent Airport.

Financial Considerations: Land rent is established per Wichita Airport Authority policy. Land rent during the first year will be approximately \$39,363, depending upon the date of beneficial occupancy, and will increase 5% each year.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which improve customer services and allow the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize the necessary signatures.

Attachments: Two original signature copies and twelve distribution copies of the Agreement.

AGREEMENT

By and Between

THE WICHITA AIRPORT AUTHORITY

Wichita, Kansas

and

ENTERPRISE LEASING COMPANY – SOUTHWEST
D/B/A ENTERPRISE RENT-A-CAR

for

Use of Land – 1755 Midfield Road

THIS AGREEMENT, made and entered into this November 20 2007, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "LESSOR;" and ENTERPRISE LEASING COMPANY – SOUTHWEST D/B/A ENTERPRISE RENT-A-CAR, hereinafter referred to as the "LESSEE."

WITNESSETH:

WHEREAS, the Wichita Airport Authority of the City of Wichita, Kansas (the "Lessor") is a governmental or quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into this Agreement by and through its governing body; and

WHEREAS, Lessee desires to lease the premises from Lessor for the rentals and upon the terms and conditions hereinafter set forth.

WHEREAS, Lessee desires to construct a facility on the leased premises to allow Lessee to better serve its rental car customers.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

1. **PREMISES.** Lessor does hereby lease to Lessee the premises located at 1755 Midfield Road on Wichita Mid-Continent Airport, consisting of 130,680 sq. ft. of land, as outlined on Exhibit "A", attached hereto and made a part hereof, which includes a lease plat and legal description. Such premises shall include the land and any facilities/improvements hereafter located on the land, unless excluded by Lessor.
2. **RIGHT OF FIRST REFUSAL.** Lessee is hereby granted a right of first refusal for use of 43,560 sq.ft. of land immediately to the north and adjacent to the above-described leasehold. The right of first refusal will be in effect for three years beyond the date of beneficial occupancy of the service center. If Lessee has not exercised its right to lease the property as of that date, Lessor will be relieved of any obligation to notify Lessee prior to leasing the land to another entity or developing the land itself.

From the commencement date of the Agreement through three years following beneficial occupancy, it is understood and agreed that if Lessor has a bona fide offer to lease or improve the land identified as the right-of-first refusal area, and Lessor desires to accept such offer or improve such land itself, Lessor will notify Lessee in writing of such offer. Lessee will have 30 days to exercise in writing its option to lease the land; and, if exercised, an additional 30 days beyond the notice date to present plans to Lessor for proposed construction on the site. If Lessee leases the additional land, the Agreement will be amended to include the additional area and Lessee will be required to pay the established land rental for the area at that time.

3. **USE.** It is understood and agreed that the leased premises shall be used and occupied for aviation purposes or purposes incidental or related thereto, in support of Lessee's rental car business on the airport; including, but not limited to, the rental, leasing, storage, parking, and or sale of motor vehicles; for the cleaning and preparation of such vehicles; for office, administrative, and other uses incidental or related thereto; and for such other uses to which Lessor gives its written consent, which shall not be unreasonably withheld, conditioned, or delayed.

4. **TERM.** The term of this Agreement shall commence December 1, 2007 and shall end twenty (20) years after the first day of beneficial occupancy or November 30, 2028, whichever shall occur first, unless sooner terminated according to terms included in this Agreement. A Certificate of Occupancy shall be furnished to Lessor to determine the date of beneficial occupancy.
5. **EARLY CANCELLATION.** It is understood that Lessor is in the process of developing plans for the construction of a new terminal building on Wichita Mid-Continent Airport. It is further understood that construction of Lessee's premises may not be fully amortized upon completion of the new terminal building.

If Lessee is not a successful proponent for provision of rental car services in the new terminal building, Lessee agrees that:

(a) Prior to assigning its interest to another rental car entity, Lessee shall first offer a right of first refusal to Lessor to reclaim the premises. Such offer shall be submitted to Lessor 90 days prior to the termination of the existing Concession Agreement dated April 15, 2003. If Lessor elects to exercise its right of first refusal, Lessor shall respond to Lessee within 30 days of receipt of the offer, and Lessor shall compensate Lessee the full cost of any unamortized facility costs at the time of cancellation; or

(b) if Lessor declines its right of first refusal, provided Lessee is not in default under the terms of this Agreement, Lessee may assign its interest to another rental car entity which is a successful proponent for provision of rental car services in the new terminal building; or

(c) Lessee may continue to utilize the facility for its rental car purposes throughout the term of the Agreement, provided that at least 51% of Lessee's business is associated with serving users of Wichita Mid-Continent Airport. At any such time as the ratio becomes less than a majority of its use for aviation purposes, the provisions of subsection (a) or (b) of this Paragraph shall be enforceable. It shall be incumbent upon Lessee to monitor the percentage of business, and Lessor may review records of Lessee in this regard at any time Lessor elects to do so. In addition to the land rental payment, Lessee shall be required to enter into a new concession Agreement with Lessor for the provision of services as an on-airport operator

providing services outside of the terminal building environment, and to pay a use fee and charge of nine percent (9%) of Lessee's gross receipts from airport operations (generated from patrons who Lessee delivers or picks up from the airport terminal).

6. **RENTAL.** Basic land rental for 1755 Midfield Road, containing 130,680 sq.ft. shall run from the date of beneficial occupancy or December 1, 2008, whichever shall occur first, in accordance with the schedule below.

<u>Year</u>	<u>Rate Per Sq. Ft.</u>	<u>Annual</u>	<u>Monthly</u>
12/01/07-04/30/08	\$.2788	\$15,180.65*	\$3,036.13
05/01/08-04/30/09	\$.2927	\$38,250.04	\$3,187.50
05/01/09-04/30/10	\$.3073	\$40,157.96	\$3,346.50
05/01/10-04/30/11	\$.3227	\$42,170.44	\$3,514.20
05/01/11-04/30/12	\$.3388	\$44,274.38	\$3,689.53
05/01/12-04/30/13	\$.3557	\$46,482.88	\$3,873.57
05/01/13-04/30/14	\$.3735	\$48,808.98	\$4,067.42
05/01/14-04/30/15	\$.3922	\$51,252.70	\$4,271.06
05/01/15-04/30/16	\$.4118	\$53,814.02	\$4,484.50
05/01/16-04/30/17	\$.4324	\$56,506.03	\$4,708.84
05/01/17-04/30/18	\$.4540	\$59,328.72	\$4,944.06
05/01/18-04/30/19	\$.4767	\$62,295.16	\$5,191.26
05/01/19-04/30/20	\$.5005	\$65,405.34	\$5,450.45
05/01/20-04/30/21	\$.5255	\$68,672.34	\$5,722.70
05/01/21-04/30/22	\$.5518	\$72,109.22	\$6,009.10
05/01/22-04/30/23	\$.5794	\$75,715.99	\$6,309.67
05/01/23-04/30/24	\$.6084	\$79,505.71	\$6,625.48
05/01/24-04/30/25	\$.6388	\$83,478.38	\$6,956.53
05/01/25-04/30/26	\$.6707	\$87,647.08	\$7,303.92
05/01/26-04/30/27	\$.7042	\$92,024.86	\$7,668.74
05/01/27-04/30/28	\$.7394	\$96,624.79	\$8,052.07
05/01/28-11/30/28	\$.7764	\$59,185.00*	\$8,455.00

*Partial Year

Lessee shall pay to Lessor in advance on the first day of each month, without demand or invoicing, rentals for Lessee's leased premises as set forth herein. In the event Lessee fails to make payment, then Lessor shall provide the Lessee written notice of such default, and if the payment is not made within ten (10) business days of the Lessee's receipt of Lessor's written notice, then Lessor may charge Lessee a monthly service charge equal to the maximum

allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by Lessor in attempting to obtain payment.

All rental payments shall be made to The Wichita Airport Authority, 2173 Air Cargo Road, P. O. Box 9130, Wichita, Kansas 67277-0130, or such other address as designated in writing from time to time.

7. **BONDS.** It is understood and agreed that the Lessee has the option to request financing the facility referred to herein with Special Facilities Airport Revenue Bonds, to be issued by Lessor, in an amount not to exceed \$750,000, or the actual cost of the facility, whichever is less, all subject to qualifications of the facility and compliance with the requirements of K.S.A. 3-154 et seq. and other provisions of law.

It is further understood and agreed that at such time that Special Facilities Bond financing is arranged, then this Agreement may be amended or rewritten to include the necessary additional provisions as required by the Lessor and Bond Counsel.

8. **SPECIAL FACILITIES BONDS.** If the facility is constructed by the Lessee with its capital, then Lessee or its contractor shall furnish a Statutory Lien Bond pursuant to K.S.A. 60-1110.

If Special Facilities Airport Revenue Bonds are used, Lessee shall be required to comply with Charter Ordinance No. 68, which states that all the provisions of the lease agreement between the Lessor and Lessee shall be applicable as to such improvements and all city codes shall also be applicable; provided, further, that performance bonds, maintenance bonds and labor and material bonds in amounts not less than the contract price naming the Lessor as an additional obligee and with sureties to be approved by the Lessor shall be filed with the Lessor's clerk before the commencement of any work and provided, further, that no funds derived from tax levies shall be employed in any such construction.

9. **PROJECT PROPERTY OF LESSOR.** The parties recognize and agree that at all times pertinent hereto, both during construction and after completion of any such additional

facilities, the title thereto shall be vested in Lessor, excluding any above-ground fuel storage and dispensing facilities which shall remain the property of Lessee during the initial term and any extensions, but which may be claimed by Lessor according to paragraph F of Exhibit "B" upon termination.

10. **LESSOR'S RIGHTS & PRIVILEGES.** Lessor expressly reserves from the premises:

- (a) Mineral Rights. All gas, oil and mineral rights in and under the soil;
- (b) Air Space. A public right of flight through the air space thereabove;
- (c) Navigational Aids. The right to install maintain and modify and/or permit others to install, maintain and modify on the premises navigational aids; and
- (d) Utility Right-of-Way. The right to install, maintain and modify utilities and to grant utility rights of way to others over, under, through, across or on the premises located within 25 feet of the outside boundary lines; and
- (e) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises. Revenue-producing communication systems or systems not directly applicable to Lessee's operations on the Premises are prohibited except upon the specific approval of the Lessor.

Provided that exercise by Lessor of any such reserved rights (a) through (d) will be without expense to the Lessee and will not unreasonably or materially interfere with Lessee's use of the premises and will not delay Lessee in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance. Lessor shall give Lessee notice in writing of the exercise of its rights under (c) and (d).

11. **LESSEE'S RIGHTS & PRIVILEGES.** Lessee shall have the following rights and privileges on the Airport:

- (a) The right to install, operate, maintain, repair and store upon the premises all equipment necessary for the conduct of Lessee's business.

(b) The right of ingress and egress to and from the premises, which rights shall extend to Lessee's employees, invitees and guests, subject, however, to all reasonable security regulations; and

(c) The right in common with others authorized to do so to use the common areas of the Airport.

12. **DESIGN & CONSTRUCTION.** Lessee agrees to construct a 3,000 sq. ft. facility on that portion of the leased premises shown on Exhibit "A" as 1775 Midfield Road. If construction on the facility has not substantially begun within 120 days of the term commencement date, Lessor has the option of giving notice and canceling this Agreement, unless Lessee is unable to substantially begin construction due to force majeure, or has written approval from Lessor to delay the project. If the Agreement is cancelled due to failure to construct the facility, Lessee shall be required to restore the premises, at Lessee's expense, to as good condition as existed at the commencement date of this Agreement.

Lessee agrees to and shall construct the project on the premises subject to the terms and conditions herein set forth. Lessee shall cause the construction of the project to be coordinated with time schedules established by the Lessor should other construction be occurring at the Airport which may be impacted by this project. Once the permits are obtained and the Director of Airports has approved the project, the Lessee has the right to enter the leased premises and begin construction.

Lessee agrees to cause facilities for Lessee's use to be constructed on the premises in accordance with plans and specifications to be prepared by Lessee and approved by Lessor, such approval shall not be unreasonably withheld or delayed. Within 14 days following Lessor's receipt of Lessee's plans, Lessor will strive to notify Lessee in writing of any specific changes that must be made in order to make Lessee's Plans acceptable to Lessor.

During the period of Lessee's construction Lessor shall allow Lessee to place trailers and provide tool storage, staging areas and trash facilities on or immediately adjacent to the Premises.

Plans and specification review submittals shall follow accepted practice for such deliverables; and the Lessor shall provide comments, as applicable, on each submittal. Lessor retains the right to ask for special submittals, as needed, to fully understand the proposed improvements. Facility floors and slabs shall follow nationally-recognized standards for design and construction such as the American Concrete Institute (ACI) 360R-92 and 302.1R-04, respectively. No above-ground wires shall be installed.

A storm water management plan developed by an engineer familiar with storm water management must be submitted as part of the preliminary plan review process. Storm water management shall be designed in accordance with guidelines established by the City of Wichita, the Wichita Airport Authority and the Federal Aviation Administration.

Lessee shall make displays and presentations as needed to boards, design councils, and other applicable bodies to explain the project and respond accordingly.

Lessee agrees (1) construction shall be administered, documented and observed on-site by professional architects and/or engineers to ensure compliance with the approved plans and specifications; (2) proposed construction changes to the approved plans and specifications shall be submitted to Lessor; (3) quality control testing shall be by an independent testing laboratory certified to provide services; (4) to provide Lessor, within 60 days following occupancy of the facilities, a complete reproducible set of record drawings and an electronic file in a format usable by Lessor. Upon completion of the facility, Lessee shall furnish a Certificate of Completion to Lessor which states that (1) the project has been completed in accordance with the plans and specifications; (2) the project has been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens, with respect to the project; and (4) all improvements constituting a part of the project are located or installed upon the project.

The approvals of this Paragraph shall be deemed approval by the Lessor in its capacity as a property owner and landlord but shall not be deemed the approval as required for the Zoning Code, Building Code, or any other approved required by the City of Wichita in a regulatory

or governmental capacity. Notwithstanding any other indemnity provision, Lessee shall indemnify and hold the Lessor harmless for any liability for regulatory or governmental approvals. Lessee shall be responsible for obtaining all permits and approvals required for the construction, maintenance, and operations of the Facilities.

13. **FUEL STORAGE**. Lessee, may at its expense, construct, operate and maintain an above-ground fuel storage and dispensing facility on the premises for its own vehicles. Such construction, operation, or maintenance, shall be in accordance with the provisions of Exhibit "B", attached hereto and made a part hereof.
14. **CONSTRUCTION COSTS & NEW IMPROVEMENTS**. Lessee agrees to pay for all costs incurred in connection with the construction of said improvements, by making direct payment for all such costs as they are incurred. Upon completion, Lessee agrees to furnish Lessor with a verified statement of the total costs of the improvements.

Lessee warrants that the improvements, when completed, will be necessary or useful in its development for use by Lessee for its purposes. Lessee agrees to proceed diligently to complete the improvements.

Lessee shall have the right during the term hereof, at Lessee's expense, at any time and from time to time, to construct upon the premises such additional facilities and other fixed improvements as it may deem necessary or desirable in connection with its operation under this Agreement; provided, however, that Lessee shall first submit plans and specifications for such facilities to the Lessor for approval, which approval shall not be unreasonably withheld or unduly delayed. The term "fixed improvements", whenever used in this Agreement, shall be construed to include all structures erected upon the premises; all fencing, grading and pavement; all underground wires, cables, pipes, conduits, tanks and drains; and all other property of every kind and nature which is permanently affixed to the premises, except Lessee's trade fixtures. Upon completion of additional fixed improvements, Lessee agrees to furnish Lessor with a verified statement of the total cost of the additional improvements.

15. **LANDSCAPING & SCREENING.** Lessee shall provide and install appropriate landside landscaping and screening, including lawn, shrubbery, trees, bushes, vines and other plantings and screening on the premises as a part of the construction of the project. All proposed landscaping plans and screening designs shall be submitted to the Director of Airports for review and approval. Lessee agrees to maintain and/or replace such throughout the term of this Agreement or any extension, at a comparable level.
16. **INSPECTIONS.** Lessor shall have the right at any reasonable time prior to the completion of the project or any additions to the project, to enter upon the premises for the purpose of inspecting the construction thereof, to determine whether or not the project is being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the project is not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from the Lessor, the Lessee shall make or cause to be made such reasonable alterations as may be required to cause the project to substantially conform to the plans and specifications.
17. **ALTERATIONS.** Lessee shall make no alterations in or additions to said premises without the written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed. All such alterations, additions, or improvements shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the building and the premises, or change the purposes for which the building, or any part thereof, may be used. Lessee will obtain all necessary permits. Lessee will be responsible for Builder's Risk Insurance. Any such alterations, additions, or improvements shall be erected at the sole cost and expense of Lessee, and Lessee shall have no right, authority, or power to bind Lessor or any interest of Lessor in the leased Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements and Premises. All alterations, additions, and improvements, except "trade fixtures", put in at the expense of Lessee, shall remain upon and be surrendered with the Premises as a part thereof, at any termination of this Agreement, for any cause, and shall become the property of the Lessor.

It shall be the responsibility of Lessee, to file all necessary alteration and construction forms with the Director of Airports for submission to the Federal Aviation Administration for approval, as may be required.

18. **GRANTING OF EASEMENTS.** Lessee shall not, without the prior written approval of the Lessor (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, rights-of-way and other rights or privileges, and Lessee agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by Lessee of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the Lessor requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of Lessee, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. Any payments or other consideration received by Lessor for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of Lessor.
19. **LIENS.** Lessee shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee, or any of its contractors or subcontractors upon the premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the premises by or at the direction of Lessee, except that Lessee, shall have the right to contest such a lien and the requirement to remove a lien shall be stayed as long as Lessee, is prosecuting in good faith the defense of such lien, including appeals.
20. **UTILITIES.** All utilities and utility services used by Lessee, in, on or about the premises shall be contracted for by Lessee, in Lessee's own name and Lessee shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection

therewith. Lessee agrees to pay, as and when due and payable, all bills for utility services. Lessor shall not be liable to Lessee for damages arising out of any cessation or interruption of gas, water, electricity, telephone, or other utility service during the lease term or any extension thereon, unless said damages were caused by Lessor and/or its employees, agents or contractor's negligence, acts of commission, or acts of omission.

Lessee agrees to pay for all utilities furnished through facilities owned by Lessor at the published rate established by Lessor and charged to other Lessees.

21. **MAINTENANCE & REPAIR.** Except as otherwise expressly provided herein, and excepting also reasonable wear and tear and damage by fire or other casualty or the elements, Lessee, at Lessee's sole cost and expense, shall take good care of and maintain, repair and replace the premises and keep the premises and all parts thereof in good order, condition and repair, including, without limitation, (i) all alterations, the roof, foundation, footings and all structural and non-structural components thereof and all other improvements located in, on or about the premises, (ii) all heating, plumbing, electrical, air-conditioning, mechanical and other systems, fixtures and equipment with respect to the premises and all other improvements located in, on or about the premises, (iii) utilities, and (iv) all common areas including, without limitation, lawns and planted areas, roadways, walks, parking lots and loading areas.

If a repair is necessitated by the negligence or willful misconduct of Lessor or Lessor's employee, agent or contractor, such repair shall be made by or for the account of Lessor at Lessor's expense within thirty (30) days of the cause of such repair, unless the Lessor requests additional time, which shall not be unreasonably withheld, conditioned, or delayed.

Lessee, at its sole expense, shall at all times keep and maintain said premises and the fixtures and appurtenances thereto in a clean and sightly condition, free of trash, debris and obstructions; remove all snow and ice from the premises pavements and parking areas, and mow and trim all natural growth when necessary.

Lessor, its agents or employees, shall have the right to enter upon said premises at any and all

reasonable times to inspect the condition of the same. Should Lessee, refuse or neglect to maintain its leased premises as herein provided, Lessor shall have the right to perform such maintenance on behalf of and for the Lessee after thirty days written notice to Lessee. Any costs for such maintenance shall be paid for by Lessee, not later than thirty (30) days following demand by Lessor for such payment at Lessor's costs, plus twelve percent (12%).

22. **SIGNS & ADVERTISING.** Lessee agrees that no signs or advertising material shall be erected on the leased premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in writing by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed.

23. **TAXES & ASSESSMENTS.** Lessee, shall pay all lawful taxes and assessments which during the term hereof, may become a lien upon or which may be levied by the state, county, city or any other tax levying body, upon the leased premises or upon any taxable interest of Lessee acquired in this lease agreement, or any taxable possessory right which Lessee may have in or to the premises or facilities hereby leased or the improvements thereon by reason of its use or occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Lessee, in and about said premises; provided, however, that nothing herein contained shall prevent Lessee, from contesting the legality, validity or application of any such tax or assessment to the full extent Lessee may be lawfully entitled so to do.

Lessee shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all impositions. In the event any impositions may be lawfully paid in installments, Lessee shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. Lessor covenants that without Lessee's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which Lessee would be required to pay under this article and that should any such levy or assessment be threatened or occur

Lessor shall, at Lessee's request, fully cooperate with Lessee in all reasonable ways to prevent any such levy or assessment.

24. **INDEMNITY.** Lessee, shall protect, defend and hold Lessor and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the leased premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of Lessor. The Lessor shall give to Lessee reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination of this Agreement.

Except for damage or injury caused by the willful or negligent act or omission of Lessee, its agents or employees, Lessor will indemnify, defend and hold Lessee, its agents and employees harmless from any and all liability for injury to or death of any person, or loss of or damage to the property of any person, and all actions, claims, demands, costs (including, without limitation, reasonable attorneys' fees), damages or expenses of any kind arising therefrom which may be brought or made against Lessee or which Lessee may pay or incur by reason of the ownership, maintenance or use of the Premises by Lessor, its officers, agents or employees.

25. **INSURANCE.** Lessee, shall maintain the following insurance throughout final completion:

(a) With regard to buildings and improvements constituting a part of the project, performance and labor and material payment bonds and statutory bonds with respect to the project contracts and in the full amount of the project contracts, made by the contractors thereunder as the principals and a surety company or companies qualified to do business in

Kansas as surety. Such performance and labor and material payment bonds shall name the Lessee, Lessor, and the City of Wichita as insureds, as their respective interests may appear;

(b) Comprehensive accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle) which protects the Lessor and the City of Wichita, their officers, agents and employees as additional insureds, as their respective interests may appear, with terms and companies as approved by the Lessor in an aggregate amount of not less than \$2,000,000 per occurrence. Such policy shall provide that insurance may not be canceled by the issuer thereof without at least 30 days advance written notice to Lessor.

(c) With regard to buildings and improvements constituting a part of the project, builder's risk-completed value form insurance insuring the improvements against fire, lightning and all other risks covered by the broadest form extended coverage endorsement then and from time-to-time thereafter in use in the State of Kansas to the full insurable value of the improvements. Such policy or policies shall protect the Lessor and the City of Wichita, their officers, agents and employees as additional insureds, as their respective interests may appear.

(d) Worker's compensation insurance;

(e) All other insurance as required by law.

After completion of the facility, Lessee, agrees to maintain, to the extent such coverage is reasonably available, (or shall indemnify the Lessor for the coverage if it is not reasonably available), public liability insurance during the term hereof which protects the Lessor and the City of Wichita, their officers, agents and employees, as additional insureds, with terms and companies as approved by Lessor, in amounts equal or in excess of the following:

<u>Type of Coverage</u>	<u>Limits Per Occurrence</u>	<u>Limits General Aggregate</u>
General Liability	\$2,000,000	\$2,000,000
Automobile	\$2,000,000	Not Applicable

In addition, the Lessee shall maintain a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability.

Any policy of insurance may be maintained under a so-called "blanket policy" insuring other parties and other locations so long as the minimum insurance policy requirements and limits set forth above are maintained.

Lessee agrees that in the event of future changes in law and upon notice by the Lessor, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events in this paragraph.

The Lessee, agrees, prior to the commencement of this lease term, to provide Lessor with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. Such certificates shall contain a clause providing thirty (30) days' prior notice to the Lessor before any material change or cancellation is effective.

26. **FIRE AND EXTENDED COVERAGE INSURANCE.** Lessee, at its expense, throughout the term of this Agreement shall cause the improvements on the leased premises to be insured against loss or damage by fire and extended coverage at the full insurable value thereof and, if requested, shall furnish Lessor a certificate evidencing such insurance. The proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities.

In lieu of the insuring of the premises by the Lessee against the loss or damage by fire and extended coverage, Lessee shall have the option to request that this facility be insured under the Lessor's blanket policy, and the Lessee agrees to pay the premiums for the cost of insurance on this facility, plus its prorata share of any deductible required to be paid by Lessor under its blanket policy which is attributable to the leased premises.

27. **SUBROGATION OF INSURANCE.** Lessor hereby waives any and all rights of recovery against Lessee, for or arising out of damage or destruction of the building, or the demised premises, or any other property of Lessor, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the

proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of Lessee, their agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

Lessee, hereby waives any and all rights of recovery against Lessor for or arising out of damage to or destruction of any property of Lessee from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Lessor, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

28. DAMAGE OR DESTRUCTION.

(a) In the event that the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril of other casualty during the term of this Agreement, this Agreement shall remain in full force and effect and Lessee shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed improvements or parts thereof to as good condition as the same were in immediately prior to such damage or destruction, subject to such alterations as Lessee may elect to make as permitted in Paragraph 16. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of such repairs or restoration. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the fair market value of each party's interest at the time the proceeds are received. If Lessee and Lessor mutually agree, Lessee may use the insurance proceeds to construct other facilities equal to those facilities not restored.

(b) In the event the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, and such damage, destruction or loss is not capable of being repaired within 180 days, Lessee shall have the election, indicated by written notice given to Lessor within 180 days after the occurrence of such event, not to repair, restore, rebuild or replace the improvements, such election to be effective as of the date of such damage, destruction or loss. All of the

insurance proceeds shall be paid to Lessee and Lessor in pro-rata distributions as their interests may appear based upon the fair market value of each party's interest at the time the proceeds are received. Where allowed by the insurance policy, insurance proceeds shall first be applied to removal of damaged improvements from the premises before such distribution.

29. **CONDEMNATION.**

(a) If, during the term, title to, or the temporary use of, all or any part of the premises shall be condemned by any authority exercising the power of eminent domain, Lessee shall, within ninety (90) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify Lessor in writing as to the nature and extent of such condemnation and whether it is practicable for Lessee to acquire or construct substitute improvements or whether Lessee shall elect to terminate this Lease.

(b) If Lessee shall determine that such substitution is practicable and desirable and Lessor shall agree thereto, Lessee shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the fair market value of each party's interest at the time the proceeds are received.

(c) If Lessee shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the fair market value of each party's interest at the time the proceeds are received. Lessee agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) Lessor shall cooperate fully with Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the premises or any part thereof. In no event will Lessee voluntarily settle or consent to the settlement of any

prospective or pending condemnation proceedings with respect to the premises without the written consent of Lessor.

30. **NON-WAIVER.** The waiver by Lessor of any breach of the Lessee of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by Lessor to seek a remedy for any breach by Lessee be a waiver by Lessor of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

31. **FIRE EQUIPMENT.** Lessee, shall furnish and maintain on the premises sufficient fire extinguishing systems as may be required by city code, insurance risks, or as designated by Lessor.

32. **FIRE & POLICE PROTECTION.** Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants on the Airport, provided that Lessor may impose a fair and equitable charge for fire and police protection to all tenants on the Airport.

The City of Wichita currently charges Lessor a fee for provision of police and fire protection of the Airport. It is understood and agreed that Lessor may impose a fair and equitable charge to recover Lessee's proportionate share of Lessor's costs of these services. If, during the term of this Agreement, Lessor chooses to provide police and fire services directly, the recovery will be adjusted based upon Lessor's established rate. Lessor agrees to substantiate the methodology used to allocate charges to Lessee.

33. **ENVIRONMENTAL.**

(a) Lessee shall have the right at its expense to conduct such environmental testing respecting the leased premises as is necessary to satisfy itself that the premises are environmentally sound and free of hazardous or toxic substances or waste of any kind, not caused by the Lessee. In the event such testing is positive for such pre-existing substances, and Lessor or a third party fails to remediate within 120 days of written notice from Lessee of such positive test results, Lessee shall have the right to terminate and cancel this

Agreement without any liability for either party hereunder. If the Lessee terminates the lease under these provisions after the commencement of construction, Lessee shall restore the premises in a manner reasonably acceptable to Lessor.

(b) The Lessee hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of, on, under or at the premises, other than in the ordinary course of business and in compliance with all applicable laws.

(c) In furtherance and not in limitation of any indemnity elsewhere provided to the Lessor hereunder, the Lessee hereby agrees to indemnify and hold harmless the Lessor and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessor or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during any term of this lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any hazardous substance) if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, and/or licensees, or if such Hazardous Substance was owned by, or located on the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(d) If, during the term of this Agreement, the Lessee receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the premises or in connection with the Lessee's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water

discharges, or any other environmental, health, or safety matter affecting the Lessee (an "Environmental Complaint") from any persons or entity (including, without limitation), the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE"), the Lessee shall immediately notify the Lessor in writing of said notice.

(e) The Lessor shall have the right, but not the obligation, and without limitation of the Lessor's other rights under this Agreement, to enter the premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any hazardous substance or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any hazardous substance or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the Lessee and/or which, in the reasonable judgment of the Lessor, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the Lessee or if such circumstances result from a Hazardous Substance owned by, or located on the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Lessor in the exercise of any such rights shall be payable by the Lessee, within 15 days of written demand by Landlord.

(f) If an event of default shall have occurred and be continuing, the Lessee at the request of the Lessor shall periodically perform (at the Lessee's expense) an environmental audit and, if reasonably deemed necessary by the Lessor, an environmental risk assessment (each of which must be reasonably satisfactory to the Lessor) of the premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Lessee with respect to the Premises. Such audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Lessor. Should the Lessee fail to perform any such environmental audit or risk assessment within 90 days of the written request of the Lessor, the Lessor shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and

expenses incurred by the Lessor in the exercise of such rights shall be payable by the Lessee on demand.

(g) Neither Lessee nor Lessor shall install or permit to be installed in the premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any substance containing asbestos and deemed hazardous by federal or state regulations applicable to the premises and respecting such material. The Lessee shall defend, indemnify, and save the Lessor and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the Lessee by any person, as a result of the presence of said substances, and any removal or compliance with such regulations, if said substance was installed by the Lessee, or persons within its control.

(h) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the Lessor hereby agrees to indemnify and hold harmless the Lessee from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessee by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during the term of this Agreement and the period prior to the term of this Agreement of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, business invitees and/or licensees, or if such hazardous substance was owned by, or placed upon the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the Lessor).

(i) Lessor shall grant to Lessee and its agents or contractors such access to the leased premises as is reasonably necessary to accomplish such removal and prepare such audit. If such removal is not accomplished prior to the expiration of the lease term, Lessee shall be obligated to pay rent to Landlord in the amount of One Hundred Twenty-five Percent (125%) of the last month's rent.

(j) The provisions of this article shall survive the termination of this Agreement.

34. **CANCELLATION BY LESSOR.** The Lessor, in addition to any other rights to which it may be entitled by law or equity, may cancel this lease as set forth herein.

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and Lessee is thereafter adjudicated bankrupt pursuant to such proceedings; or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or that a receiver of Lessee's assets shall be appointed; or that Lessee shall be divested of its estate herein by other operation of law; or that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of Lessee to be performed, kept or observed, Lessor may give Lessee written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by Lessee, Lessor may terminate this lease and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the original term, unless such condition or default cannot reasonably be corrected within the 60 day period and Lessee has demonstrated due diligence with respect to curing said default, then such default will be treated as cured until cured.

Acceptance of rental by Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee shall not be deemed a waiver of any other right on the part of Lessor to cancel this lease for failure by Lessee so to perform, keep and observe any of the terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee, shall be

construed to be or act as a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by Lessee.

35. **CANCELLATION BY LESSEE.** The Lessee, in addition to any other rights of cancellation herein given to Lessee, or any other rights to which the Lessee may be entitled by law or otherwise, may cancel this lease by giving Lessor sixty (60) days' advance written notice in the event of default by Lessor under this lease continuing for more than sixty (60) days after the Lessor's receipt of written notice of such default from the Lessee, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the airport or any major part thereof for airport purposes and the remaining in full force of such permanent injunction for a period of at least ninety (90) days.

(b) Inability of the Lessee to use, for a period in excess of ninety (90) days, the airport or any part of the facility because of any law, order, rule, regulation or other action or nonaction of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) Default by the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and failure of the Lessor to remedy such default for a period of sixty (60) days after receipt from the Lessee of a written notice to remedy the same; provided, however, no notice of cancellation as above provided shall be of any force or effect if the Lessor shall have remedied the default prior to receipt of the Lessee's notice of cancellation.

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the Lessee for a period of ninety (90) days from operating on and within the facility.

(e) In the event of total destruction of the building or the demised premises.

(f) When the Lessee's customers or potential customers shall have been prevented from using the Airport by military or any other source or activity beyond the Lessor's or the Lessee's control.

No waiver of default by the Lessee of any of the terms, covenants and conditions hereof to be performed, kept and observed by Lessor, shall be construed to be or act as a waiver by the Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor.

Upon cancellation of this lease by the Lessee, upon or after the happening of any of the events enumerated in this Article, it shall be relieved of any and all obligations under this lease, excepting those which had accrued prior to such cancellation.

36. **RULES & REGULATIONS.** Lessee, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by The Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or Lessee's operations conducted hereunder. Such observation and compliance by Lessee shall not obligate Lessee to make any alterations or do any other work, structural or otherwise, within the premises unless failure of the premises to comply with such rules, laws, statutes and regulations shall have been caused by Lessee's specific use of premises.

Lessor shall not be liable to Lessee for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this section provided, nor shall Lessee be entitled to terminate this agreement by reason thereof unless the exercise of such authority shall so interfere with Lessee's exercise of the rights hereunder as to constitute a termination of this agreement by operation of law in accordance with the laws of the State of Kansas.

37. **NONDISCRIMINATION EEO/AAP.** The Lessee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, national origin or

ancestry, religion, sex, age, physical handicap or marital status in its operations or services, and its use or occupancy of property under this agreement. The Lessee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1001, et seq.; the Code of the City of Wichita Section 2.12.900, et seq.; and laws, regulations or amendments as may be promulgated thereunder.

38. **FAA REQUIREMENTS.** Lessor and Lessee further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Lessee agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this lease.

(a) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in

compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect. \

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

(g) Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

(h) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport

which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This lease shall become subordinate to provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

39. **MODIFICATIONS FOR GRANTING FAA FUNDS.** In the event that the Federal Aviation Administration requires modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable the Lessor to obtain said Federal Aviation Administration funds, provided that in no

event shall such changes materially impair the rights of Lessee hereunder or materially increase its obligations.

40. **ASSIGNMENT/SUBLEASE.** Lessee shall not assign this lease or any portion thereof, or sublet the premises or any portion thereof, without the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. Any proposed assignment or subletting shall first be submitted to the Lessor for its review and approval, except where said assignment or sublease is an entity wholly owned or controlled by Lessee or its parent company.

The premises may only be subleased or assigned to another entity that is a rental car entity and party to a then-existing car rental concession agreement for space in the new terminal building on Wichita Mid-Continent Airport. Lessee shall have a period not to exceed three (3) months from the date of the termination or non-renewal of the separate concession Agreement to effect such sublease or assignment, remove any personal property, and vacate the premises.

All terms and provisions of this Agreement, including specifically, but not limited to the provisions relating to indemnification and insurance, shall be followed by any approved assignee or Sublessee, and Lessee shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Agreement. Subletting shall not relieve or release Lessee from any obligation herein contained which shall or may accrue or become a cause of action in favor of the Lessor.

Any such assignment or subletting or attempt thereat without the written consent of Lessor shall be void, and shall, at the option of the Lessor, terminate this Agreement.

41. **THIRD PARTY RIGHTS.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

42. **QUIET ENJOYMENT.** Lessor agrees that, so long as Lessee is paying the rent and performing its other obligations under this Agreement, Lessee will peaceably and quietly have, hold and enjoy the Premises throughout the Term.

43. **SURRENDER OF POSSESSION.** Lessee shall yield and deliver to Lessor possession of the premises leased herein at the expiration or cancellation of this Agreement in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire and other casualty. Lessee shall remove during the term hereof or at the expiration of such term all trade fixtures, equipment and other personal property installed or placed by it at its expense on or about the premises herein leased, subject to Lessee's repairing any damage thereto caused by such removal and subject to any valid lien which Lessor may have thereon for unpaid rents or fees.

In the event Lessee does not remove all of said property within thirty (30) days after the termination of this lease, the same shall be considered abandoned and Lessor may dispose of said property without any further responsibility or liability to Lessee.

44. **NOTICES.** Notices to Lessor provided for herein shall be sufficient if sent by registered or certified mail, return receipt, postage prepaid, addressed to:

The Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

Notices to Lessee provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Business Manager
Enterprise Leasing Company – d/b/a Enterprise Rent A Car
6300 East 37th Street
Wichita, KS 67220

With a copy to:

Enterprise Rent-A-Car
600 Corporate Park Drive
St. Louis, MO 63105

or to such other respective addresses as the parties may designate in writing from time to time. Such notice or other communication will be deemed given when received by the addressee, or on the date that the addressee refused delivery.

45. **WAIVER OF LESSOR'S LIEN.** Lessor will not claim or have a lien of any kind, be it contractual or statutory, on or against Lessee's motor vehicles for non-payment of Rent, default by Lessee or any other reason, and Lessor hereby waives all such liens available to Lessor.
46. **HEADINGS.** The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define limit or describe the scope or intent of any provision of this agreement.
47. **INVALID PROVISIONS.** It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions in this agreement.
48. **KANSAS LAW TO GOVERN.** This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

N WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

ENTERPRISE LEASING COMPANY
D/B/A ENTERPRISE RENT-A-CAR

By _____
Title _____

By _____
Title _____
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

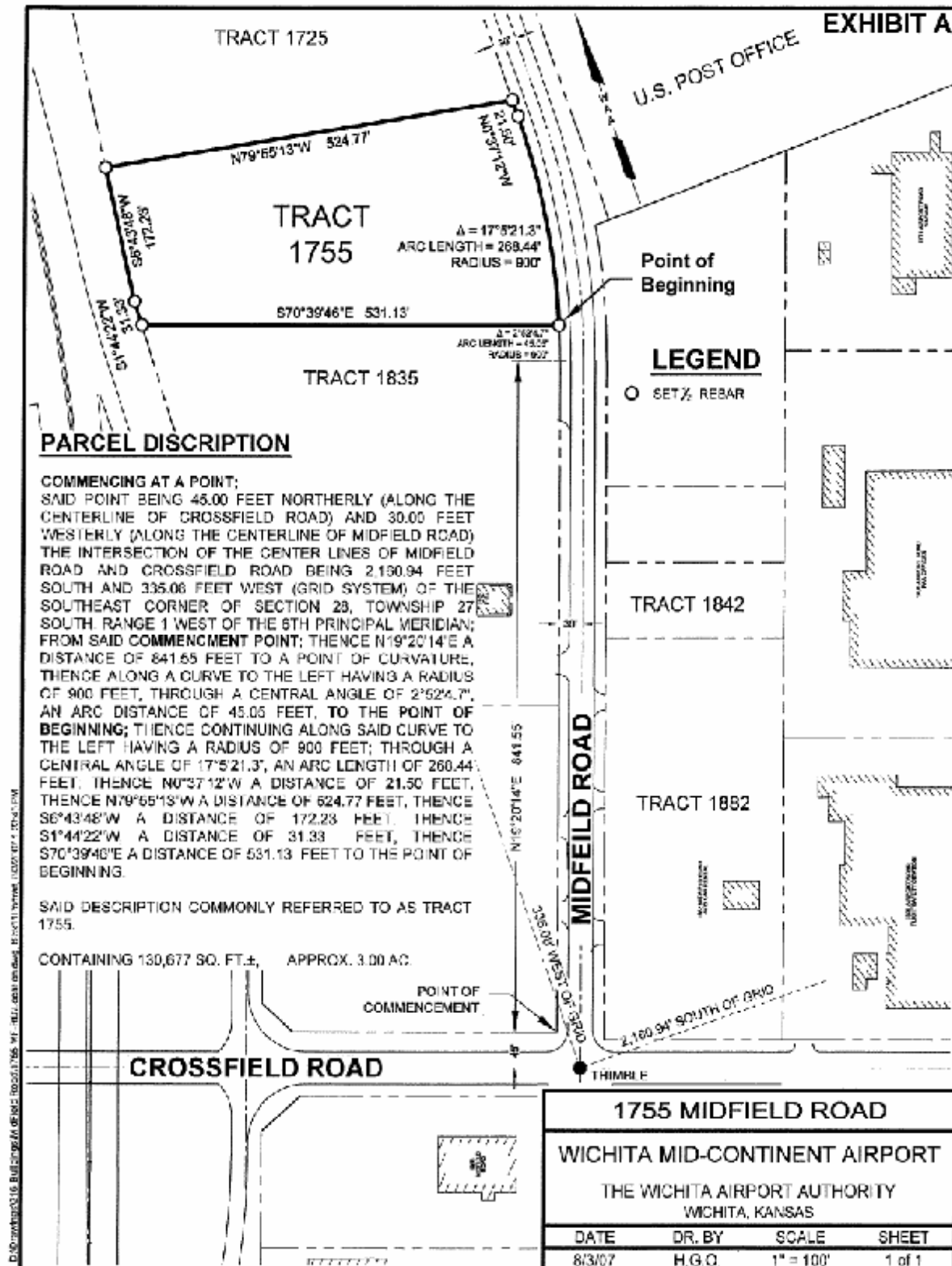


EXHIBIT “B”

- A. Lessee, as part of the grant of the lease to which this exhibit pertains, is authorized to construct, operate and maintain an above-ground fuel storage facility in a location approved by Lessor and according to specifications established by Lessor, and in accordance with Section C, paragraph one, of this Exhibit “B”.

Lessor, at its expense, has conducted a Phase-I environmental assessment and Limited Phase-II groundwater investigation at the proposed site to establish a background level for volatile organic compounds (VOC) and the RCRA metals. Soil samples were collected from the site location to a depth of eight feet for field heated head space analysis. Soil and groundwater samples shall be collected by Lessor from the site location prior to the installation of the AST and associated equipment. These samples shall be analyzed for VOC's and total petroleum hydrocarbons (TPH) and RCRA metals. Sample locations will be based upon final design of the fueling system. A copy of these reports shall be provided to Lessee upon execution of this Agreement, or prior to development of the site. A Phase-I and Phase-II shall also be conducted, at Lessee's expense, by an environmental consultant satisfactory to the Lessor, at the termination of this Agreement, and results shall be compared to the original background levels established prior to the Lessee's occupancy of the leased premises. If any contamination of the property has occurred through Lessee's fault, Lessee shall be required to re-establish background levels.

- B. Prior to the commencement of any work for construction, installation, modification, or removal of the fuel tank facility, Lessee shall submit to Lessor, for approval, the plans and specifications for such fuel tank facility.
- C. Said fuel tank facility shall meet or exceed all applicable Environmental Protection Agency (EPA), Kansas Health and Environment (KDHE), and Federal Aviation Administration (FAA) rules and regulations, all applicable fire codes and all other federal, state, and local rules and regulations currently in effect or which may be promulgated in the future.

Lessee shall have the right to purchase, receive, store and dispense aircraft fuels and lubricants for its use only. In addition, Lessee shall have the right to purchase, receive, store, and dispense gasoline, kerosene, and other fuels and lubricants used in or by any ground vehicle and/or equipment owned, operated, or serviced by Lessee for its use only.

Lessee shall not sell, market, store, distribute, handle, broker, or trade for commercial or other purposes any fuel or lubricant product to any person or company which is not an owner, co-owner, or lawful user of “Lessee's aircraft” as defined in Article 2 of the Agreement.

Lessee shall be solely responsible for making application, receiving and maintaining any lawfully required permits and licenses which may be required by any governmental agency for the use, operation and maintenance of fuel storage and dispensing facilities including all assurances and obligations which may be required as a condition of such permits or licenses.

Copies of all initial above-ground storage tank applications and related permits, all reauthorized annual KDHE AST permits, and KDHE required supporting documentation shall be provided to the Lessor's Environmental Services Manager within 30 days of receipt.

If copies of the KDHE and AST permit and applicable documentation is not received by Lessor by August 31 of each year, Lessee shall no longer be allowed to receive fuel in the AST in question.

Fuel receiving, storage, handling and distribution shall be performed in accordance with FAA rules, regulations and guidelines, in addition to federal, state and local fire codes.

- D. Lessee shall be solely responsible for complying with all laws, ordinances, regulations, and codes applicable to the construction and operation of the fuel storage facility. Lessee agrees to indemnify and hold harmless Lessor and the City of Wichita, their officers, agents and employees, from any and all liability, loss, or damages they may suffer as a result of claims, demands, costs, orders, or judgments against Lessor or the City of Wichita, their officers, agents and employees, arising from environmental response costs pertaining to the presence or operation of the fuel storage facility. If at any time after the date of this Agreement, any federal, state, or local governmental authority with jurisdiction over the Lessor or the premises requires Lessor to perform any environmental action with respect to the presence of any release or threat of release of hazardous substances or hazardous wastes related to the presence or operation of the fuel storage facility, Lessee shall, upon written notice from the Lessor take such environmental response actions as may be required by the governmental authority to respond to the release or threat of release.

In the event that it becomes necessary for Lessor to take steps to enforce this indemnification agreement, Lessor, if successful, shall be entitled to collect from Lessee all costs incurred in obtaining the enforcement, including attorney's fees and administrative fees incurred by Lessor.

Subject to Lessor's requirements for Airport safety and security, Lessor shall cooperate with Lessee and provide access to the Lessor's property in connection with any response to a claim covered by this indemnification agreement and in connection with any action that Lessee may deem necessary and/or appropriate to investigate and/or remediate environmental contamination on or near the premises.

The provisions of this section "D" shall survive the expiration or early termination of this Agreement, unless assumed by Lessee's assigns in which event Lessee shall be relieved of its obligations hereunder, except for such claims as may have arisen during its occupancy of the leased premises.

- E. Lessee agrees to secure and maintain a third-party liability insurance policy in an amount of not less than \$1,000,000 covering the fuel storage facility during the term hereof which protects the Lessor and City of Wichita, their officers, agents and employees, as additional insured, with terms and companies approved by the Lessor. Lessee agrees that in the event of future changes in law, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events in this paragraph.

Lessee agrees, prior to the commencement of this lease term, to provide Lessor with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the term thereof. Such policy or certificate shall contain a clause providing thirty days' prior notice to the Lessor before any material change or cancellation is effective.

- F. Upon termination of the Agreement or vacation of the leased premises, Lessee covenants and agrees that it shall provide Lessor with an environmental audit report, prepared by a professional consultant satisfactory to the Lessor and at Tenant's sole cost, certifying that the leased premises and the surrounding areas have not been subjected to environmental harm caused by, arising out of, or in connection with Lessee's installation, use, maintenance or removal of the above-ground storage tank on or from the leased premises. Lessor shall grant to Lessee and its agents or contractors such access to the leased premises as is reasonably necessary to accomplish such removal and prepare such audit.

After review of the audit Lessor, at its sole discretion, may require the removal of the above-ground storage tank, at Lessee's sole expense, or Lessor may claim ownership of the tank upon the termination of the Agreement, at no cost to Lessor. If Lessor requires the tank to be removed, and such removal is not accomplished within thirty (30) days of notification from Lessor, Lessee shall be obligated to pay rent to Lessor in an amount of One Hundred Twenty-five (125%) of the last month's rent and will continue at such rate until the above-ground storage system has been removed.